

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 20px; height: 15px;"></td><td>a. INVITATION FOR BID (IFB)</td></tr><tr><td style="height: 15px;"></td><td>b. REQUEST FOR PROPOSAL (RFP)</td></tr><tr><td style="height: 15px;"></td><td>c. REQUEST FOR QUOTATION (RFQ)</td></tr></table>		a. INVITATION FOR BID (IFB)		b. REQUEST FOR PROPOSAL (RFP)		c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE
	a. INVITATION FOR BID (IFB)							
	b. REQUEST FOR PROPOSAL (RFP)							
	c. REQUEST FOR QUOTATION (RFQ)							

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i>	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
a. THIS PROCUREMENT IS UNRESTRICTED	
b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION			
a. NAME <i>(Last, First, Middle Initial)</i>		b. ADDRESS <i>(Include Zip Code)</i>	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i>	d. E-MAIL ADDRESS		

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
a. CANNOT COMPLY WITH SPECIFICATIONS		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
b. UNABLE TO IDENTIFY THE ITEM(S)			
c. CANNOT MEET DELIVERY REQUIREMENT			
		e. OTHER <i>(Specify)</i>	

10. MAILING LIST INFORMATION <i>(X one)</i>			
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
11a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>		(2) TITLE	
(3) SIGNATURE		(4) DATE SIGNED <i>(YYYYMMDD)</i>	

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

DD FORM 1707 (CONTINUATION SHEET)

1. The complete solicitation is posted on the internet at <http://ebs.lrp.usace.army.mil/>. There are a total of 2 electronic files consisting of the following:

- (a) A complete solicitation document in Portable Document Format (PDF). It contains the Standard Form 1449 and its parts along with all exhibits and maps referenced therein.
- (b) An optional spreadsheet in Microsoft Excel format (XLS). See the addendum to provision 52.212-1 for additional information on use of this file.

2. The address for which to submit bids to is found on Standard Form 1449, Page 1, Block 9 of the solicitation document. Bids must be submitted via mail or hand-carried, no electronic bids nor faxed bids will be accepted.

3. See paragraph (b) of provision 52.212-1 and its addendum for additional details regarding bid submission. All of the provisions and addendum(s), incorporated by reference or in full text, are found on the last pages of the solicitation document. Since mistakes or omissions can be costly, the following checklist is additionally provided to help ensure that all information required by the terms of this solicitation is provided to the government:

- () Have you acknowledged all amendments, if any?
- () Have you completed all of the "Representations and Certifications"?
- () Have you included your Cage Code in the block with your address?
- () Is your bid properly signed by an officer of your company? (President, Vice President, Secretary or Treasurer)
- () If bid is signed by other than an officer of your company, is your bid accompanied by evidence of their authority to sign on behalf of the company?
- () Have you entered a legible unit price for each award schedule item and each price schedule? Are decimals in unit prices in the proper places?
- () Are the extensions of your unit prices and your total bid price correct?
- () Are all erasures or corrections initialed by the person signing the bid?
- () Have you not conditioned the bid by altering any provisions or clauses of the solicitation?
- () Is the envelope containing your bid properly identified as a bid with the correct solicitation number, bid opening date and time?

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81ET4-4125-2276		PAGE 1 OF 48	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911WN-04-B-0004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RONALD S MAZZEI				b. TELEPHONE NUMBER (No Collect Calls) 412-395-7475	
9. ISSUED BY U.S. ARMY ENGINEER DISTRICT, PITTSBURGH CONTRACTING DIVISION (ROOM 727) W S MOORHEAD FEDERAL BUILDING 1000 LIBERTY AVENUE PITTSBURGH PA 15222-4186 TEL: 412-395-7465 FAX: 412-644-5109		CODE W911WN		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO TYGART LAKE US ARMY CORPS OF ENGINEER RT 1 BOX 257 GRAFTON WV 26354-9738 TEL: FAX:		CODE H4R1JB0		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 48	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

TYGART LAKE
AWARD SCHEDULE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lump Sum		
	<p> GROUNDS MAINTENANCE SERVICES FFP BASE YEAR </p> <p> PERIOD OF PERFORMANCE: 01 DEC 2004 OR EFFECTIVE DATE OF CONTRACT, WHICHEVER IS LATER, THROUGH 30 NOV 2005. </p> <p>SEE THE PRICE SCHEDULE FOR BASE YEAR ITEMIZED UNIT PRICES</p>				

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001		1	Lump Sum		
OPTION	<p> GROUNDS MAINTENANCE SERVICES FFP OPTION YEAR 1 </p> <p> PERIOD OF PERFORMANCE: 01 DEC 2005 THROUGH 30 NOV 2006. </p> <p>SEE THE PRICE SCHEDULE FOR OPTION YEAR 1 ITEMIZED UNIT PRICES</p>				

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001		1	Lump Sum		

OPTION GROUNDS MAINTENANCE SERVICES
FFP
OPTION YEAR 2

PERIOD OF PERFORMANCE: 01 DEC 2006 THROUGH 30 NOV 2007.

SEE THE PRICE SCHEDULE FOR OPTION YEAR 2 ITEMIZED UNIT
PRICES

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001		1	Lump Sum		

OPTION GROUNDS MAINTENANCE SERVICES
FFP
OPTION YEAR 3

PERIOD OF PERFORMANCE: 01 DEC 2007 THROUGH 30 NOV 2008.

SEE THE PRICE SCHEDULE FOR OPTION YEAR 3 ITEMIZED UNIT
PRICES

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001		1	Lump Sum		
OPTION	GROUNDS MAINTENANCE SERVICES FFP OPTION YEAR 4				
	PERIOD OF PERFORMANCE: 01 DEC 2008 THROUGH 30 NOV 2009.				
	SEE THE PRICE SCHEDULE FOR OPTION YEAR 4 ITEMIZED UNIT PRICES				

ESTIMATED
NET AMT

FOB: Destination

TOTAL ESTIMATED AMOUNT FOR TOTAL CONTRACT \$ _____

TYGART LAKE
PRICE SCHEDULE
BASE YEAR

Period of Performance: 01 DEC 2004 or effective date of award, whichever is later, through 30 NOV 2005.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001	Mowing Services, Type I - Site #1	30	EA	\$_____	\$_____
0002	Mowing Services, Type I - Site #6	30	EA	\$_____	\$_____
0003	Mowing Services, Type I - Site #7	15	EA	\$_____	\$_____
0004	Mowing Services, Type II - Site #2 (Orchard)	15	EA	\$_____	\$_____
0005	Mowing Services, Type II - Site #3 (Meadows)	15	EA	\$_____	\$_____
0006	Mowing Services, Type II - Site #4 (Picnic Area)	4	EA	\$_____	\$_____
0007	Removal of Grass Clippings - Site #1	5	EA	\$_____	\$_____
0008	Pruning Hedge Rows - Site #5	10	EA	\$_____	\$_____
0009	Brush Cutting - Site #8	4	EA	\$_____	\$_____
0010	Brush Cutting - Site #9 Poplar Woods	2	EA	\$_____	\$_____
0011	Brush Cutting - Site #10 Abutments & West Access Road	3	EA	\$_____	\$_____
0012	Brush Cutting - Site #11 Trash Boom	2	EA	\$_____	\$_____
0013	Leaf Removal - Site #1	3	EA	\$_____	\$_____
0014	Leaf Removal - Site #6	3	EA	\$_____	\$_____
0015	Leaf Removal - Site #7	3	EA	\$_____	\$_____

TOTAL ESTIMATED AMOUNT FOR BASE YEAR \$ _____

NOTE: CONTRACTOR WILL BE PAID ONLY FOR ACTUAL NUMBER OF SERVICES PERFORMED.

TYGART LAKE
PRICE SCHEDULE
OPTION YEAR 1

Period of Performance: 01 DEC 2005 through 30 NOV 2006.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
1001	Mowing Services, Type I - Site #1	30	EA	\$_____	\$_____
1002	Mowing Services, Type I - Site #6	30	EA	\$_____	\$_____
1003	Mowing Services, Type I - Site #7	15	EA	\$_____	\$_____
1004	Mowing Services, Type II - Site #2 (Orchard)	15	EA	\$_____	\$_____
1005	Mowing Services, Type II - Site #3 (Meadows)	15	EA	\$_____	\$_____
1006	Mowing Services, Type II - Site #4 (Picnic Area)	4	EA	\$_____	\$_____
1007	Removal of Grass Clippings - Site #1	5	EA	\$_____	\$_____
1008	Pruning Hedge Rows - Site #5	10	EA	\$_____	\$_____
1009	Brush Cutting - Site #8	4	EA	\$_____	\$_____
1010	Brush Cutting - Site #9 Poplar Woods	2	EA	\$_____	\$_____
1011	Brush Cutting - Site #10 Abutments & West Access Road	3	EA	\$_____	\$_____
1012	Brush Cutting - Site #11 Trash Boom	2	EA	\$_____	\$_____
1013	Leaf Removal - Site #1	3	EA	\$_____	\$_____
1014	Leaf Removal - Site #6	3	EA	\$_____	\$_____
1015	Leaf Removal - Site #7	3	EA	\$_____	\$_____

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 1 \$_____

NOTE: CONTRACTOR WILL BE PAID ONLY FOR ACTUAL NUMBER OF SERVICES PERFORMED.

TYGART LAKE
PRICE SCHEDULE
OPTION YEAR 2

Period of Performance: 01 DEC 2006 through 30 NOV 2007.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
2001	Mowing Services, Type I - Site #1	30	EA	\$_____	\$_____
2002	Mowing Services, Type I - Site #6	30	EA	\$_____	\$_____
2003	Mowing Services, Type I - Site #7	15	EA	\$_____	\$_____
2004	Mowing Services, Type II - Site #2 (Orchard)	15	EA	\$_____	\$_____
2005	Mowing Services, Type II - Site #3 (Meadows)	15	EA	\$_____	\$_____
2006	Mowing Services, Type II - Site #4 (Picnic Area)	4	EA	\$_____	\$_____
2007	Removal of Grass Clippings - Site #1	5	EA	\$_____	\$_____
2008	Pruning Hedge Rows - Site #5	10	EA	\$_____	\$_____
2009	Brush Cutting - Site #8	4	EA	\$_____	\$_____
2010	Brush Cutting - Site #9 Poplar Woods	2	EA	\$_____	\$_____
2011	Brush Cutting - Site #10 Abutments & West Access Road	3	EA	\$_____	\$_____
2012	Brush Cutting - Site #11 Trash Boom	2	EA	\$_____	\$_____
2013	Leaf Removal - Site #1	3	EA	\$_____	\$_____
2014	Leaf Removal - Site #6	3	EA	\$_____	\$_____
2015	Leaf Removal - Site #7	3	EA	\$_____	\$_____

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2 \$_____

NOTE: CONTRACTOR WILL BE PAID ONLY FOR ACTUAL NUMBER OF SERVICES PERFORMED.

TYGART LAKE
PRICE SCHEDULE
OPTION YEAR 3

Period of Performance: 01 DEC 2007 through 30 NOV 2008.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
3001	Mowing Services, Type I - Site #1	30	EA	\$_____	\$_____
3002	Mowing Services, Type I - Site #6	30	EA	\$_____	\$_____
3003	Mowing Services, Type I - Site #7	15	EA	\$_____	\$_____
3004	Mowing Services, Type II - Site #2 (Orchard)	15	EA	\$_____	\$_____
3005	Mowing Services, Type II - Site #3 (Meadows)	15	EA	\$_____	\$_____
3006	Mowing Services, Type II - Site #4 (Picnic Area)	4	EA	\$_____	\$_____
3007	Removal of Grass Clippings - Site #1	5	EA	\$_____	\$_____
3008	Pruning Hedge Rows - Site #5	10	EA	\$_____	\$_____
3009	Brush Cutting - Site #8	4	EA	\$_____	\$_____
3010	Brush Cutting - Site #9 Poplar Woods	2	EA	\$_____	\$_____
3011	Brush Cutting - Site #10 Abutments & West Access Road	3	EA	\$_____	\$_____
3012	Brush Cutting - Site #11 Trash Boom	2	EA	\$_____	\$_____
3013	Leaf Removal - Site #1	3	EA	\$_____	\$_____
3014	Leaf Removal - Site #6	3	EA	\$_____	\$_____
3015	Leaf Removal - Site #7	3	EA	\$_____	\$_____

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 3 \$_____

NOTE: CONTRACTOR WILL BE PAID ONLY FOR ACTUAL NUMBER OF SERVICES PERFORMED.

TYGART LAKE
PRICE SCHEDULE
OPTION YEAR 4

Period of Performance: 01 DEC 2008 through 30 NOV 2009.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
4001	Mowing Services, Type I - Site #1	30	EA	\$_____	\$_____
4002	Mowing Services, Type I - Site #6	30	EA	\$_____	\$_____
4003	Mowing Services, Type I - Site #7	15	EA	\$_____	\$_____
4004	Mowing Services, Type II - Site #2 (Orchard)	15	EA	\$_____	\$_____
4005	Mowing Services, Type II - Site #3 (Meadows)	15	EA	\$_____	\$_____
4006	Mowing Services, Type II - Site #4 (Picnic Area)	4	EA	\$_____	\$_____
4007	Removal of Grass Clippings - Site #1	5	EA	\$_____	\$_____
4008	Pruning Hedge Rows - Site #5	10	EA	\$_____	\$_____
4009	Brush Cutting - Site #8	4	EA	\$_____	\$_____
4010	Brush Cutting - Site #9 Poplar Woods	2	EA	\$_____	\$_____
4011	Brush Cutting - Site #10 Abutments & West Access Road	3	EA	\$_____	\$_____
4012	Brush Cutting - Site #11 Trash Boom	2	EA	\$_____	\$_____
4013	Leaf Removal - Site #1	3	EA	\$_____	\$_____
4014	Leaf Removal - Site #6	3	EA	\$_____	\$_____
4015	Leaf Removal - Site #7	3	EA	\$_____	\$_____

TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 4 \$_____

NOTE: CONTRACTOR WILL BE PAID ONLY FOR ACTUAL NUMBER OF SERVICES PERFORMED.

CLAUSES INCORPORATED BY REFERENCE

52.212-4

Contract Terms and Conditions--Commercial Items

OCT 2003

ADDENDUM TO FAR 52.212-4
CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

The following clauses are hereby included as an addendum so FAR 52.212-4, Contract Terms and Conditions-Commercial Items:

WAGE DETERMINATION

The Contractor and any subcontractor hereunder shall pay all of their employees engaged in performing work on this contract not less than the minimum wages and fringes as determined by the US Department of Labor, Employment Standards Administration, Wage and Hour Division, as stipulated in the attached Wage Determination. (see exhibit T).

The Contractor will be required to compensate employees throughout the contract performance, the current prevailing wage rates stipulated in the prevailing wage determination. The Contractor will receive the appropriate prevailing wage determination via modification from the Contract Administration Team as identified in Section G of the contract, for each year of contract performance. If a new Wage Determination is issued by the Department of Labor, the contract will be modified to reflect those current prevailing wage determinations.

INSURANCE

- a. The Contractor shall, at his own expense, procure and maintain during the entire performance period of this contract, insurance of at least the kinds and minimum amounts set forth below:

TYPE	BODILY INJURY	PROPERTY AMOUNT	DAMAGE
Comprehensive General Liability	\$500,000	Per Occurrence	\$100,000
Automobile Liability	200,000	Each Person 500,000 Per Occurrence	xxxxxxx 20,000

Workmen's Compensation
& Employers Liability As Legally Required by the State

- b. Prior to the commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.
- c. The Contractor shall also require all first tier subcontractors who will perform work on a Government installation to procure and maintain the insurance required as stated above during the performance of this

contract. The Contractor shall furnish a current Certificate of Insurance, for each first tier subcontractor, to the Contracting Officer, at least five (5) days prior to entry of each subcontractor's personnel to the Government installation.

COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The Contractor shall be required to commence work on each task order under this contract within 24 hours after the date of receipt of the order or in case of the verbal notification within 24 hours, or as otherwise designated elsewhere. The COR reserves the right to cancel any services when it is found that the services prescribed are no longer needed. The Contractor shall prosecute said work diligently and shall complete each task order by the time prescribed in the order.

ORAL ORDERS

Oral orders may be issued under this contract instrument, from time to time, where time does not permit the formal issuance of a written delivery order. A formal written order will be issued after the placement of the oral order. Definitization of all oral orders will be made within 30 days after the initial placement of the oral order via a DD Form 1449. The individual designated by the Contracting Officer as oral ordering officer will be identified at the pre work conference.

INVOICE PROCEDURES

Invoices for services performed listing all Task Orders completed for that particular month shall be submitted in duplicate to:

U.S. Army Corps of Engineers
Tygart Lake
RR 1, Box 257
Grafton, WV 26354-9738

DEOBLIGATIONS

Task orders are issued by the contracting office in anticipation of work being performed at the site up to several months in advance. While anticipated, there may be occasions where all of the quantities authorized in the task order may not be required at the site. Any excess quantities that are later identified after issuance of a task order, and not actually performed by the contractor, can be removed and deobligated by issuance of a unilateral modification to the task order by the Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

XX (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

XX (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of award through the remaining effective period of the contract and any exercised option periods.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$25,000;

(2) Any order for a combination of items in excess of \$50,000; or

(3) A series of orders from the same ordering office within (4) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract and any exercised option periods.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the effective date of award through the remaining effective period of the contract and any exercised option periods.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within at least 5 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

XX 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (____Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000)
(____ Alternate II) (MAR 2000).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SECTION C1
GRASS MOWING

C1-1 SCOPE OF WORK. The work performed under this section consists of furnishing labor, equipment, fuel, transportation, tools and supplies necessary for mowing and trimming grass and vegetation in strict accordance with these specifications for the areas listed in Exhibit A.

C1-2 MATERIALS. Not Used.

C1-3 WORK TO BE PERFORMED.

C1-3.1 General. For the purpose of this contract, mowing is defined as the cutting of grass, weeds, vines, or other vegetation. Trimming is defined as the cutting of grass, weeds, vines, or other vegetation around items such as buildings, sidewalks, guardrails, posts, instruments, telephone poles, drinking fountains, grills, campsites, fire rings, picnic tables, trees, shrubbery, curbing, stone slope protection areas, bumper blocks in camping and parking areas, and other such obstacles.

C1-3.1.1 Ordering Mowings. When a Task Order is issued to mow a designated area, mowing shall be completed within the period specified in Exhibit A, following said notification. This excludes variances, i.e. weekends, holidays, or other variances allowed or required by the COR. All variances allowed or required by the COR, will be submitted to the Contractor in writing. Areas shall be mowed in the order they are listed on the notification by COR.

C1-3.1.2 Grass Height. Mowing and trimming in each area must be done in such a manner as to provide uniform grass height. Upon the completion of mowing and trimming in an area, all grass must be within the specified height limits as listed in paragraph C1-3.2.1.

C1-3.1.3 Mowing Hours. Work to be performed in secured areas shall be accomplished during normal project work hours shown at Exhibit A. All mowing operations shall be performed during daylight hours. The COR may suspend mowing and/or trimming operations at any time, because of wet grounds, safety hazards, or other reasons which are deemed valid. The COR shall deduct an amount equal to the cost of mowing the area, where mowing has been suspended. (This deduction will be reflected in a Task Order modification.) Likewise, mowing and trimming operations shall not be conducted on Saturdays, Sundays, or Federal holidays, unless approved in writing, in advance, by the COR. Work approved for weekends or holidays shall be at no additional expense to the Government. Mowing in camping areas shall be performed between 9:00 a.m. and 6:00 p.m. It shall be the responsibility of the Contractor to locate each geotechnical instrument within the mowing limits, prior to each mowing and ensure that the instruments are visible to the employees working in the area. The Contractor shall be responsible for any damage to such geotechnical instruments during mowing. The Contractor shall also be held responsible for damage/breakage to water shutoff valves, risers, caps, and other Government property.

C1-3.2 Mowing Operations. All mowing operations shall be conducted to protect the grass, sod, equipment, trees and shrubs in the areas, and to ensure the safety of all persons in the vicinity of the mowing operations. As a safety precaution, directing the open vent in the mower housing toward vehicles or people shall be avoided.

C1-3.2.1 Description of Areas. The areas to be mowed, with approximate acreage, are listed and shown on Exhibit A. The height of cuts are broken into two different types. Type I Cut - the required cut is 3 inches, and normally mowed when the grass height is less than 6 inches. Type II Cut - the required cut height is 5 inches and is intended for meadows and fields with high grass.

C1-3.2.2 Prior to Mowing. Prior to mowing an area, the area shall be inspected for all visible trash, garbage, debris, drift, dead leaves and limbs, and such material shall be disposed of in accordance with Section C11 - ENVIRONMENTAL PROTECTION. Should such material be struck by a mower and scattered, the scattered pieces

shall be picked up and disposed of before leaving the area. Fallen trees shall be placed at a convenient location for future pickup by the Contractor. It shall be the Contractor's responsibility to keep grass clippings, litter, etc., that are cut up by the mower blades, off the road, sidewalks, areas under picnic tables, parking lots, camping pulloffs, benches, etc.

C1-3.2.3 Soft and Damp Areas. All soft and damp areas shall be mowed assuring no damage or ruts the landscape.

C1-3.2.4 Mowing. The Contractor shall provide grass mowing as necessary to maintain the proper height and as defined for each area as specified in Exhibit A. The Contractor shall be liable for replacement of trees and shrubs damaged by mowing equipment.

C1-3.3 Trimming. All trimming of an area shall be performed in conjunction with the mowing of the area and shall be completed within 24 hours of completion of the mowing. Trimming shall ensure that all vegetation adjacent to woody plants and structures, including but not limited to, buildings, fences, signs, and surface areas be uniform in height as designated for each area in Exhibit A.

C1-3.3.1 Alternative Herbicide Application. The Contractor may elect, at no additional cost to the Government, to apply herbicide in accordance with herbicide application guidance contained in Section C2 - MAINTENANCE OF LANDSCAPED AREAS in order to reduce or eliminate mechanical trimming.

C1-3.4 Removal of Grass Clippings. The Contractor shall gather clippings from mowed areas only when requested by the COR. All clippings shall be removed by the Contractor, and disposed of as specified in Section C11 - ENVIRONMENTAL PROTECTION. This applies only to areas which are mowed on a regular basis; it does not apply to areas which are mowed less than twice a month during the mowing season.

C1-4 SPECIAL REQUIREMENTS.

C1-4.1 Deficiencies. It is the intent of this requirement that mowing operations be started within 24 hours of notification by the COR and continued uninterrupted until all work is completed. The mowing and trimming described on the Task Order shall be completed within the time period specified in Exhibit A following notification by the COR. If the work is not completed at the end of the time period, a Contractor Deficiency Report (CDR) will be issued as described in Section C12 - SPECIAL CONTRACT REQUIREMENTS.

C1-4.2 Safety. In addition to the Occupational Safety and Health Act (OSHA) Safety Standards and Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, the Contractor shall comply with the following:

On steep and uneven terrain, use of flails or similar type mowing apparatus shall not be permitted.

Safety glasses with side shields, hard hats, and safety shoes shall be the minimum safety apparel worn by persons operating any mowing or trimming equipment.

All riding equipment, used on slopes of 3 horizontal to 1 vertical or steeper, shall have rollover protection in addition to seat belts.

A standard "Mowing Ahead" sign in accordance with the Manual of Uniform Traffic Control Devices shall be erected on each end of mowing operations at every area when mowing is in progress within five feet of a roadway.

C1-5 SCHEDULE OF WORK. All work under this section will be ordered as described in Exhibit A.

C1-6 LOCATION OF WORK. The location of the work and the limits and requirements for each service are shown on Exhibit A.

C1-7 GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS. Not Used.

C1-8 MEASUREMENT AND PAYMENT.

C1-8.1 Mowing Services, Type I. Measurement and payment for mowing services will be made at the applicable contract unit price per each service completed or acre mowed, as identified on the price schedule, which price shall include all costs of labor, supplies, and equipment required to complete the work as specified.

C1-8.2 Mowing Services, Type II. Measurement and payment for mowing services will be made at the applicable contract unit price per each service completed or acre mowed, as identified on the price schedule, which price shall include all costs of labor, supplies, and equipment required to complete the work as specified.

C1-8.3 Removal of Grass Clippings. Measurement for removal of grass clippings will be made by the area treated as specified, measured to the nearest tenth of an acre. Payment for removal of grass clippings will be made at the applicable contract unit price per acre which price shall include all costs of labor, supplies, and equipment required to complete the work as specified.

SECTION C2

MAINTENANCE OF LANDSCAPED AREAS

C2-1 SCOPE OF WORK. The work performed under this section consists of furnishing labor, equipment, fuel, transportation, tools and supplies necessary for the performance of the services set forth in the schedule and in strict accordance with these specifications for the areas listed in Exhibits A and B.

C2-2 MATERIALS. Materials meeting the following requirements shall be furnished by the Contractor as required for performance of the work under this contract.

C2-2.1 Topsoil. Not Used.

C2-2.2 Landscape Mulch. Not Used.

C2-2.3 Tree Guards. Not Used.

C2-2.4 Tree Wrapping. Not Used.

C2-2.5 Trees/Shrubs/Plants. Not Used.

C2-2.6 Pesticides. The Government will ordinarily allow the use of only general-use (non-restricted) pesticides. However, unusual conditions may require the use of restricted-use pesticides, provided prior approval is obtained from the COR. Following is a partial list of pre-approved restricted-use pesticides:

Trade Name	Chemical Name	Type of Pesticide
Roundup	Glyphosate	Herbicide
Rodeo	Glyphosate	Herbicide
Amitrole	Aminotriazole	Herbicide
Surflan	Oryzalin	Herbicide
Ficam D	Bendiocarb	Insecticide
Ficam W	Bendiocarb	Insecticide
Dursban	Chlorpyrisos	Insecticide

Other pesticides may be substituted for those listed above, with prior approval by the COR.

C2-2.7 Handrail and Posts. Not Used.

C2-2.8 Fertilizer. Not Used.

C2-2.9 Turf-grass seed and mulch. Not Used.

C2-3 WORK TO BE PERFORMED.

C2-3.1 Pruning and Maintenance of Trees and Shrubs. Not Used.

C2-3.1.1 Pruning Ornamental Plants. Not Used.

C2-3.1.2 Maintenance of Non-ornamental Plants. Not Used.

C2-3.1.3 General.

C2-3.1.3.1 Cutting Techniques. Not Used.

C2-3.1.3.2 Use of Pesticides. The use of pesticides by the Contractor shall be in accordance with the project's approved Annual Pest Control Plan. All pesticide applications planned by the Contractor shall be included in this plan. The Contractor shall submit pesticide application plans for each calendar year to the COR by December 1 of the preceding year.

C2-3.2 Planting Trees, Shrubs, or Plants. Not Used.

C2-3.2.1 Storage. Not Used.

C2-3.2.2 Handling. Not Used.

C2-3.2.3 Topsoil. Not Used.

C2-3.2.4 Site Preparation. Not Used.

C2-3.2.5 Installation. Not Used.

C2-3.2.6 Watering. Not Used.

C2-3.2.7 Mulching. Not Used.

C2-3.2.8 Wrapping. Not Used.

C2-3.2.9 Staking. Not Used.

C2-3.2.10 Waste removal and Turf Repair. Not Used.

C2-3.3 Brush Cutting/Removal. Brush cutting is defined as the cutting (flush with the ground) of coarse shrubby vegetation. All removals will be designated by the COR. Brush shall be removed and disposed of in accordance with C11 – ENVIRONMENTAL PROTECTION.

C2-3.4 Access Road Clearing. Not Used.

C2-3.5 Pesticide Application. For the purposes of this contract, "Pesticide Application" includes the use of herbicides, insecticides, fungicides, larvicides and rodenticides. The Contractor shall provide ground application services for pesticides at the locations indicated in the Task Order and as shown in green shaded areas within Exhibit B. Application shall be done in accordance with all local, state, and Federal laws; and a minimum of one state certified applicator shall be supervising during all work. Proof of certification shall be submitted to the COR prior to starting herbicide application. *All safety standards shall be followed including manufacturers recommendations.* The pesticides shall be mixed and applied in accordance with the manufacturer's specified application rate. A kill rate of 95% of the target pests shall be considered the standard for pesticide application on the project. All proper precautions shall be employed to prevent the pesticides from contaminating surrounding areas. The Contractor shall furnish and use a spray pattern indicator such as Blazon (Monsanto Corp.) which is inert and biodegradable in all spraying operations. When requested by the COR, the Contractor shall provide barricades and/or proper signs, to protect the public from exposure to the pesticides. All pesticides must be approved by the COR prior to their use on Government property. Following each application of pesticides, a "Pesticide Application Record" ORD Form 1031 (Exhibit N) shall be completed by the Contractor and submitted to the COR. Pesticides shall conform to the requirements of paragraph C2-2.6. The Contractor shall mix and store all pesticides off project. The Government reserves the right to inspect the equipment to be used at any time and to require its removal from the worksite, if it is found to be unsafe for the type or condition of the worksite. The Contractor must provide adequate safety equipment, and ensure its use during applications.

C2-3.6 Mulching. Not Used.

C2-3.6.1 Mulching of Shrub Beds, and Individual Trees and Shrubs. Not Used.

C2-3.6.2 Mulching of Campsites, Playgrounds, and Footpaths. Not Used.

C2-3.6.3 Initial Mulching. Not Used.

C2-3.6.4 Weeding in Planter Areas. Not Used.

C2-3.7 Leaf Removal. Leaves shall be removed from the areas indicated in Exhibit A. Leaf removal shall occur in the fall, normally between 15 October and 15 November and in the spring normally between 15 March and 30 April. All leaves shall be removed and disposed of as specified in Section C11 - ENVIRONMENTAL PROTECTION.

C2-3.8 Trail Maintenance. Not Used.

C2-3.8.1 Trail Surfaces. Not Used.

C2-3.8.2 Trail Steps. Not Used.

C2-3.8.3 Trail Handrails and Posts. Not Used

C2-3.8.4 Trail Pruning. Not Used.

C2-3.8.5 Station Number Posts. Not Used.

C2-3.9 Tree Removal. Not Used

C2-3.9.1 Not Used.

C2-3.9.2 Not Used

C2-3.9.3 Not Used.

C2-3.10 Stump Removal. Not Used.

C2-3.11 Topsoil Placement. Not Used.

C2-3.12 Turfgrass Establishment. Not Used

C2-3.12.1 Turfgrass, Final Acceptance. Not Used

C2-4 SPECIAL REQUIREMENTS. Not Used.

C2-5 SCHEDULE OF WORK. All work under this section will be ordered as described in Section C12, SPECIAL CONTRACT REQUIREMENTS, upon receipt of Task Order. The Contractor shall begin work within 24 hours of receipt of the Task Order.

C2-6 LOCATION OF WORK. The location of the work will be specified on the Task Order.

C2-7 GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS. Not Used.

C2-8 MEASUREMENT AND PAYMENT.

C2-8.1 Pruning. Not Used.

C2-8.2 Pruning Hedge Rows. Measurement and payment for pruning hedge rows will be made by the linear foot at the applicable contract unit price which price shall include all costs of labor, supplies, and equipment required to complete the work as specified.

C2-8.3 Planting Trees, Shrubs, or Plants. Not Used.

C2-8.4 Maintenance of Plants. Not Used

C2-8.5 Brush Cutting/Removal. Measurement and payment for brush cutting/removal will be made at the applicable contract unit price by the number of square yards, square foot or each, as identified on the price schedule, which price shall include all costs of labor, supplies, and equipment required to complete the work as specified.

C2-8.6 Access Road Clearing. Not Used.

C2-8.7 Pesticide Application. Not Used.

C2-8.8 Mulching.

C2-8.8.1 Mulching Shrub Beds. Not Used.

C2-8.8.2 Mulching Individual Trees/Shrubs. Not Used.

C2-8.8.3 Mulching Campsites, Playgrounds or Footpaths. Not Used.

C2-8.8.4 Initial Mulching of Shrub Beds, Campsites, Playgrounds or Footpaths. Not Used.

C2-8.8.5 Initial Mulching of Individual Trees/Shrubs. Not Used.

C2-8.8.6 Weeding in Planter Areas. Not Used.

C2-8.9 Leaf Removal. Measurement and payment for Leaf Removal will be made at the applicable contract unit price per each service, which price shall include all costs of labor, supplies, and equipment required to complete the work as specified.

C2-8.10 Trail Maintenance. Not Used.

C2-8.10.1 Chipping Trail Surfaces. Not Used.

C2-8.10.2 Trail Steps. Not Used.

C2-8.10.3 Trail Handrails and Posts. Not Used.

C2-8.10.3.1 Trail Handrails. Not Used.

C2-8.10.3.2 Trail Posts. Not Used.

C2-8.10.4 Trail Pruning. Not Used.

C2-8.10.5 Station Number Posts. Not Used.

C2-8.11 Tree Removal. Not Used.

C2-8.11.1 Tree Removal with Stump. Not Used.

C2-8.11.2 Tree Removal without Stump. Not Used.

C2-8.12 Stump Removal. Not Used.

C2-8.13 Topsoil Placement. Not Used.

C2-8.14 Turfgrass Establishment. Not Used.

SECTION C11

ENVIRONMENTAL PROTECTION

C11-1 SCOPE OF WORK. This section covers prevention of environmental pollution or damage resulting from operations performed under this contract, and for those measures set forth in other Technical Provisions of these specifications. For the purpose of these specifications, environmental pollution or damage is defined as impacts or conditions resulting from work performed under this contract which adversely impact human health or welfare; unfavorably alter ecological balances; adversely impact fish or wildlife or the habitats upon which they depend; or otherwise diminish the utility of the environment for aesthetic, cultural or historical purposes. The prevention and control of environmental pollution requires management of a wide range of pollutants, including visual aesthetics, noise, solid waste, radiant energy, pesticides, radioactive materials, as well as other pollutants.

C11-2 MATERIALS. Not Used.

C11-3 WORK TO BE PERFORMED.

C11-3.1 Quality Control. The Contractor shall establish and maintain quality control for environmental protection as set forth herein. The Contractor shall comply with all federal, state and local environmental protection laws and regulations. The Contractor shall notify the COR immediately of any problems which may exist in complying with any environmental laws or regulations. The Contractor shall record any compliance problems, and corrective action taken, on daily reports which are submitted to the COR.

C11-3.2 Subcontractors. Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

C11-3.3 Protection of Environmental Resources. The environmental resources within the project boundaries shall be preserved in their present condition or be restored to a condition after completion of operations that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his activities to areas actually required to perform the work. Environmental protection shall be as stated in the following paragraphs.

C11-3.3.1 Protection of Land Resources. Prior to the commencement of any work, the Contractor shall coordinate with the COR in identifying all land resources to be preserved within the Contractor's work areas. Stone, earth or other material that is displaced from the work area shall be removed.

C11-3.3.1.1 Work Area Limits. Prior to commencement of any work, the Contractor shall coordinate with the COR in marking areas that are not required to accomplish work to be performed under this contract.

C11-3.3.1.2 Reduction of Exposure of Unprotected Erodible Soils. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.

C11-3.3.1.3 Temporary Protection of Disturbed Areas. Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to construction of diversion ditches, benches, and berms to retard and divert runoff or construction of silt fences or straw or hay bale barriers to control runoff.

C11-3.3.1.4 Location of Field Office, Storage and other Contractor Facilities. The location of Contractor's field office, staging areas and storage facilities, which are required in the performance of the work, shall require the prior written approval of the Contracting Officer.

C11-3.3.1.5 Temporary Sanitary Facilities. Sanitary wastes shall not be discharged into waterways or on the soil surface. All temporary toilets shall be equipped with approved septic tanks having safe drainage or with closed holding tanks, which shall be emptied only into approved treatment plants.

C11-3.3.2 Preservation and Recording of Historical, Archeological and Cultural Resources. If, during activities conducted under this contract, the Contractor observes within the work area, any unusual items that might have any historical or archeological value, such observations shall be reported as soon as practicable to the COR so that the proper authorities may be notified. The Contractor shall leave the archeological item undisturbed and shall protect the site and material until such time as is determined by the COR.

C11-3.3.3 Protection of Water Resources. The Contractor shall keep all activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques set out below shall be implemented to control water pollution by the activities which are included in this contract. The Contractor shall investigate and comply with all applicable Federal, state, county, and municipal laws concerning pollution of rivers and streams.

C11-3.3.3.1 Stream Crossings. Stream crossings shall be avoided during operations. Should stream crossings involving the transport of materials or vehicles be necessary, all appropriate permits will be secured beforehand, and shall be in accordance with all applicable federal, state and local laws and regulations.

C11-3.3.3.2 Spillages. Special measures shall be taken to prevent chemicals, fuels, oils, greases, waste washings, pesticides, herbicides and insecticides from entering public waters.

C11-3.3.3.3 Monitoring of Water Areas. Monitoring of water areas affected by the Contractor's operations shall be the responsibility of the Contractor. Monitoring of these areas shall be in accordance with all applicable Federal, state and local laws and regulations.

C11-3.3.4 Protection of Fish and Wildlife. The Contractor shall keep all activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which, in the opinion of the COR, are critical to fish or wildlife.

C11-3.3.5 Protection of Air Resources. The Contractor shall keep all activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, process, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with all applicable federal, state and local emission and performance laws and standards. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

C11-3.3.5.1 Particulates. Dust particles, aerosols, and gaseous byproducts from all activities shall be controlled at all times.

C11-3.3.5.2 Hydrocarbons and Carbon Monoxide. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

C11-3.3.5.3 Odors. Odors shall be controlled at all times for all activities, processing and preparation of materials.

C11-3.3.5.4 Monitoring of Air Quality. Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the Contractor's activities shall be monitored by the Contractor as required by all applicable federal, state and local regulations.

C11-3.4 Disposal of Solid Wastes. All handling and disposal shall be conducted to prevent contamination. Unless otherwise specified, the Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. The disposal area is to be selected and arranged for by the Contractor, or at a location on the project when so directed by the COR. The disposal area proposed by the Contractor shall be subject to the approval of the COR. The Contractor shall obtain the written consent of the owner or

owners of the property on which disposal is proposed and shall furnish evidence thereof to the COR. The Contractor's agreement with the property owner(s) shall contain a clause acknowledging that the Government is not liable for any or all damages in connection with the disposal. Approval of the agreement shall not relieve the Contractor from responsibility for all operations in connection with disposal, including compliance with all Federal, state and local laws and regulations. All expenses of arranging for and obtaining the disposal area shall be borne by the Contractor. Disposal operations on such area shall conform to the requirements imposed by the owner(s) of the property and to all Federal, state, and local laws and ordinances governing the disposal of debris. The Contractor shall be responsible for all operations in connection with the disposal. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, or other debris in areas adjacent to the river or lake will not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as requested by the Contracting Officer, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to reestablish vegetation.

C11-4 SPECIAL REQUIREMENTS.

C11-4.1 Notification. The COR will notify the Contractor in writing of any noncompliance with the aforementioned Federal, state, or local laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the COR of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

C11-4.2 Restoration of Landscape Damage. Any trees or other landscape feature, scarred or damaged by the Contractor's equipment or operations, shall be restored, as nearly as possible, to its original condition at the Contractor's expense. The COR will determine what method of restoration shall be used, and whether damaged trees shall be treated and healed, or removed and disposed of. This work shall be accomplished at the Contractor's expense. Restoration of scarred and damaged trees shall be performed in an approved manner by experienced workmen.

C11-4.3 Maintenance of Pollution Control Facilities During the Contract Period. During the life of this contract, the Contractor shall maintain all facilities required for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

C11-4.4 Training of Contractor Personnel in Pollution Control. The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to ensure adequate and continuous environmental pollution control.

C11-5 SCHEDULE OF WORK. Not Used.

C11-6 LOCATION OF WORK. Not Used.

C11-7 GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS. Not Used.

C11-8 PAYMENT. No separate payment or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

SECTION C12

SPECIAL CONTRACT REQUIREMENTS

C12-1 TASK ORDERS (52.111-4002). All work under this contract will be ordered by issuance of individual Task Orders (DD Form 1155). A separate task order will be issued for each job. The Task Order will list those items from the Bid Schedule that are to be performed. A sample Task Order is shown as Exhibit K.

C12-2 NOTIFICATION OF WORK TO BE DONE (52.111-4003). The Contractor will be notified of work to be performed by issuance of Task Orders. Under normal conditions, Task Orders will be issued that require response within 24 hours after receipt. All Task Orders must be completed by the date shown in block 10 of the Task Order (DD Form 1155). When the Contractor is notified of emergency work required under these specifications, it is the intent of these specifications that the Contractor respond and begin work within two hours after receipt of such notification. Items which are viewed as being potential emergency work items will be indicated in the bid schedule.

C12-3 WORKING HOURS (52.111-4004). a. Normal Working Hours. Normal Government working hours shall be Monday through Friday, except Federal holidays, 7:30 a.m. to 4:00 p.m. Except as otherwise specified or indicated on the Task Order, work inside Government buildings or other secured areas shall be performed during the above referenced work hours. The ten Federal Holidays observed are:

New Years Day (January 1st)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving (4th Thursday in November)
Christmas (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday is observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday.

b. Work that interferes with other ongoing functions at the project shall be scheduled around normal working hours, as specified by the Contracting Officer's Authorized Representative (COR). Work shall be scheduled around the above listed Federal Holidays except as specified herein or as approved by the COR. Schedules of work for specific services are identified as individual sections of this specification.

c. Emergency Working Hours, Emergency working hours shall be 24 hours per day, seven day per week.

C12-4 Emergency Work. Emergency work is any work required to correct problems caused by failures or deficiencies to project facilities and property which constitutes an immediate danger or health hazard to persons or a threat to property. The Contractor shall have qualified personnel available on call, 24 hours per day, seven days per week for emergency work. The name(s), address(es) and phone number(s) of the person(s) to be contacted in case of an emergency shall be submitted to the COR at the pre-work conference. This person(s) shall have the authority to act on behalf of the Contractor to perform the necessary emergency work without delay. Emergency work will be initiated by notice (phone call or other means) from the COR. The Contractor shall initiate corrective action within two hours of the notice. The Contractor shall notify the COR or his representative immediately of any emergency work which cannot be corrected within a 24-hour period. When emergency situations are recognized by the

Contractor or Contractor personnel, the COR shall be contacted immediately and prior to initiating emergency work, unless the nature of the emergency requires immediate action to preserve life or prevent injury. In such cases the Contractor shall perform remedial work to temporarily correct the situation and shall advise the COR of the problem as soon as possible, but not later than 24 hours after the situation is recognized.

C12-5 Inclement Weather and Holiday Work. The Contractor shall maintain the schedule of services regardless of inclement weather. Exceptions can be approved by the COR, when severe conditions make it impracticable or dangerous to perform the work. The Contractor will be notified, by modification to the Task Order, of any COR determination to extend the performance period due to inclement weather. Work shall be performed on the holidays (Memorial Day, Independence Day, Labor Day and Columbus Day) during the heavy visitation period (April through October). Also, additional Contractor personnel may be required to adequately take care of the additional work load during periods of heavy visitation.

C12-6 Interruptions to Systems. All work that would necessitate an interruption of the use of the project or to the systems or otherwise disrupt building occupants and/or the visiting public shall be fully coordinated and approved in advance by the COR. Interruptions shall be kept to an absolute minimum, and all repairs and replacements of equipment or components shall be accomplished in an expeditious and efficient manner.

C12-7 Pre-Work Conference. The Contractor and his authorized representative(s) shall attend a pre-work conference, prior to the initiation of work under this contract. During this meeting, the Contractor shall provide all items listed in Exhibit M, and may raise questions about the contract. The Government will discuss the Contractor's responsibilities under this contract; identify project instrumentation; discuss the preparation of all reports (including inspection reports), and answer all the Contractor's questions.

C12-8 Morning Meetings. The Contractor or his authorized representative shall report, in person, to the COR, in the morning, prior to commencement of work, at the project office a minimum of three times per week to discuss contract work items. Specific topics of discussion at these morning meetings may include issuing Task Orders, inspections, quality control, and upcoming work. If a Contract Deficiency Report (CDR) is issued, mutual effort will be made to resolve identified problems in order to preclude their recurrence.

C12-9 Contractor Work Schedule. Prior to beginning work under a Task Order for services which may be random sampled (i.e. cleaning, solid waste removal), the Contractor shall provide to the COR a schedule for the services listed under each section with the completion time for each work item. The Contractor's representative shall remain at the work site for 15 minutes following each scheduled completion time to permit a Government inspector to check the work. Any change in this schedule shall be submitted to the COR at least two weeks in advance of the change, unless otherwise approved by the COR. The work schedule submitted shall be in sufficient detail to allow the Government to inspect all work as it is performed. A sample Contractor Work Schedule is shown as Exhibit L.

C12-10 Environmental Program. The Contractor shall comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the COR. Any of the facilities operated by the Contractor may be inspected by the COR, or other Federal, State and local officials on a non-notice basis. Access for inspection shall be granted upon request. Citations against Government facilities for noncompliance with environmental standards are a matter for resolution between the Government and the issuing office. Payment of fines or penalty charges associated with citations issued by Federal, State or local officials will be paid by the Government. If the citations are issued due to faulty maintenance practices of the Contractor, the COR will deduct the fine from any moneys due the Contractor. (See also Section C-11 - ENVIRONMENTAL PROTECTION.

C12-11 Safety and Security Requirements. The Contractor shall comply with all current provisions of the Occupational Safety and Health Act (OSHA) in addition to the requirements of the Corps of Engineers Manual, EM 385-1-1, "Safety and Health Requirements Manual" or as otherwise indicated herein. If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the COR may issue an order

stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop

order shall be made subject to a claim for extension of time or for excess costs or damages to the Contractor. The Contractor will not be paid for work not performed as a result of the stop order.

C12-12 Damage Reports. In all instances where Government property and/or equipment is damaged by Contractor employees, a full report of the incident and extent of such damage shall be submitted to the COR, within 2 work days (less weekends and holidays) of occurrence.

C12-13 Contract Deficiency Report (CDR). A Contract Deficiency Report (CDR) is a formal document used by the Government to process defects in work performed (see Exhibit O). As initially issued to the Contractor, the CDR describes the deficiency or problem. The CDR will be discussed with the Contractor or his representative when it is issued. The Contractor shall provide his written response on the CDR form within 24 hours of issuance. The Contractor's response shall:

- (1) Identify the cause and corrective action taken, and
- (2) Identify Contractor action to prevent recurrence.

The COR will evaluate the Contractor's response and take appropriate action, which may include necessary deductions. Upon finalization of the CDR, the Contractor and the COR shall sign the form and the Contractor will be given a copy of the completed form. Should the Contractor not concur with any decision or finding, the Contractor may so state, in writing, and request a final decision by the Contracting Officer. The Contracting Officer will monitor all CDR's issued. CDR's are the principle evidence used by the Contracting Officer in determining Government contract actions such as termination.

C12-14 Contractor Quality Control Program. The Contractor shall establish a quality control program to assure the requirements of the contract are provided as specified. This program must be approved by the Contracting Officer prior to commencement of any work. One copy of the Contractor's quality control program shall be provided to the COR at the pre-work conference. Failure to provide appropriate Quality Control may result in issuance of a CDR, and/or termination of the contract. An updated copy of the quality control program shall be provided to the Contracting Officer and COR on contract start date, and as changes occur. The program shall include, but not be limited to the following:

- (1) An inspection system covering all the work stated in the contract specifications. It shall specify areas to be inspected on either a scheduled or unscheduled basis and identify the individuals who will do the inspections.
- (2) A method of identifying deficiencies in the quality of work performed before the level of performance becomes unacceptable.
- (3) A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be made available to the COR. A suggested format for the Contractor Quality Control Plan is contained in Exhibit P.

C12-15 Quality Assurance. The Government will monitor the Contractor's performance in each functional area under this contract and reserve the right to use whatever additional surveillance procedures are deemed appropriate. The Government will monitor the contract to insure compliance using a Quality Assurance Surveillance Plan (QASP), but reserves the right to alter the plan at its own discretion. The QASP is included in Exhibit Q for information purposes only. The Government reserves the right to change methods of inspection as deemed necessary including using procedures in the Contract Clause entitled "Inspection of Services - Fixed-Price" in lieu of the payment analysis method described in the QASP.

C12-16 Deficiencies. a. General. If the Contractor fails to perform, or if performance in any area is judged unsatisfactory, the Government will take corrective action. If any of the work performed does not conform with contract requirements, the Government may require the Contractor to perform the work again in conformity with contract requirements, at no cost to the Government. When the defect in work cannot be corrected by reperformance, or cannot be corrected in the specified time frame, the Contractor is required to respond to a CDR and deductions will be determined by one of the following methods:

(1) Reduce payment to reflect the reduced value of the work performed as determined by the COR. (Note deductions portion of random sampling explanation in Exhibit Q).

(2) The Government may, by separate contract or otherwise, perform the work and charge to the Contractor any costs incurred by the Government that are directly related to the performance of such work. The actual cost includes, but is not limited to, labor costs including benefits, transportation, and materials.

b. Services. Deficiencies for specific services are described in detail in the section covering each service to be performed.

C12-17. Government-Furnished Facilities. a. Office and Storage Facilities. Suitable space will be provided for the Contractor's use for this contract, as listed in Exhibit R. The Contractor shall maintain such space or grounds to the same, or higher standards, as similar areas occupied by the Government, and shall assume responsibility for the safekeeping of facilities provided. The Contractor shall not use those grounds or facilities as a place of habitation. At the completion of the contract, all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence on the part of the Contractor or Contractor employees. Modifications or changes shall not be made to any facilities without prior approval of the COR. Any modifications to the facilities shall be at the Contractor's expense. The Contractor shall be responsible for maintaining physical security for the Government-furnished facilities. Should the Contractor reject any or all Government-furnished facilities, the Contractor shall provide all necessary facilities at no cost to the Government. All Government-furnished facilities shall be used only for the performance of the work under this contract.

b. Telephone. Telephones furnished by the Government shall be used for Government business only.

c. Utilities. Where utilities are furnished by the Government, the Contractor shall make a dedicated effort to conserve utilities usage and shall comply with all Government regulations regarding energy conservation. Government-furnished utilities shall be used only in the performance of work specified in this contract.

d. Forms. All Government forms required by the Government to be used under this contract will be provided by the Government during the contract period.

e. Control. The Government will provide sufficient keys to allow access to secure areas. The Contractor shall be held responsible for losses due to his unauthorized duplication of keys or negligence and for the replacement of compromised locks (which is required due to loss or duplication of keys). Upon completion (including any extensions of contract term) or termination of the contract for any reason, the Contractor shall return all Government-furnished keys.

C12-18. Safeguarding Government Property. The Contractor shall cooperate with Government personnel in safeguarding Government property. The Contractor shall be responsible for promptly reporting all acts of vandalism, larceny, or pilferage of Government property to the COR. The Contractor shall establish security procedures and safeguards, that are compatible with the Government's existing procedures, to protect all equipment, material, tools, and other resources. The Contractor shall cooperate with, and provide any assistance necessary to the Government, during any audits, usage checks of expendable property and inventories of non-expendable property. Any item of value found on the work sites shall be placed in the custody of the COR for return to the owner, if ownership can be established.

C12-19. Reports. The Contractor shall, in an accurate and timely manner, prepare all reports, forms, permits, etc., as required in this contract. The list of reports, forms, permits, etc., may include, but is not limited to the following:

- Schedule of Work
- Campground Log
- User Permits (ENG Form 4457)
- Remittance Register (ENG Form 3313)
- Contractor Register
- Telephone Log
- Contractor Portion of any CDR
- Herbicide Application Record (ORD Form 1031)
- User Fee Credit Voucher Request
- Hand Receipt Forms
- Accident Report Forms
- Reservation Request

C12-20 Acronyms. The following acronyms are used throughout this specification:

QCI	Contractor's Quality Control Inspector
CDR	Contractor Deficiency Report
COAR	Contracting Officer's Authorized Representative
COR	Contracting Officer's Representative (same as COAR - the terms are used interchangeably)
CR	Contractor's Representative
QASP	Quality Assurance Surveillance Plan

PROVISIONS INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items

JAN 2004

ADDENDUM TO FAR 52.212-1
INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

The following provisions are hereby included as an addendum to FAR 52.212-1, Instructions to Offerors-Commercial Items:

SUBMISSION OF OFFERS

In conjunction with paragraph (b) of provision 52.212-1, Instructions to Offerors-Commercial Items, offerors are instructed to submit their offers to the address on Page 1 of the Standard Form 1449, Block 9. Bids must be submitted via mail or hand-carried, no electronic or faxed bids will be accepted.

OPTIONAL PRICE SCHEDULE SPREADSHEET

In order to facilitate efficient preparation and evaluation of offers in response to this solicitation, an optional spreadsheet (in Microsoft Excel format (XLS)) has been provided along with other solicitation information at <http://ebs.lrp.usace.army.mil/>. If the offeror has compatible software, the electronic file can be viewed, downloaded, and completed with offeror information and price schedule unit prices. The spreadsheet has been password-protected by the government and should only allow entries into the offeror information and unit price fields. Based on each unit price inputted, the spreadsheet should automatically calculate estimated extended totals for each line item, estimated extended totals for each year and the total estimated extended total of the contract.

Offerors have the option of submitting the completed printed spreadsheet in lieu of submitting hand-written or otherwise manually prepared award and price schedule portions of their offer. However, the government will only consider printed hard-copy portions of the award and price schedule and will not consider any parts of an offer that is received on electronic media such as compact disks (CDs) or diskettes.

PERIOD FOR ACCEPTANCE OF OFFERS

The offeror agrees to hold prices in its offer firm for 60 calendar days from the date specified for receipt of offer in lieu of the 30 calendar days cited in paragraph (c) of provision 52.212-1, Instructions to Offerors-Commercial Items.

PRE BID CONFERENCE

A pre-bid conference will not be conducted for this solicitation.

ARITHMETIC DISCREPANCIES

a. For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders.

- (1) Obviously misplaced decimal points will be corrected;
 - (2) In case of a discrepancy between the unit price and extended price, the unit price will govern;
 - (3) Apparent errors in extensions of unit prices will be corrected; and
 - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- b. For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- c. These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

AWARD

Award will be made as a whole to one bidder.

PRE-AWARD SURVEY

Prior to award of the contract, the apparent low bidder will be required to furnish the following information upon request of the Contracting Officer:

- (a) Financial ability to perform the contract, including the availability of necessary working capital and credit. Bidder shall furnish a copy of its current financial statement and obtain statements from its bank or banks and/or lending institutions with whom it does business as to its credit and other data deemed pertinent regarding its ability to perform the work.
- (b) Business and financial reputation and integrity. Bidder shall furnish names and addresses of four or more commercial firms for whom work has been performed recently or is under construction. A brief description of the projects and dollar value of same shall also be furnished. Data on work performed which is similar to the proposed work is preferred. The same information is required regarding work performed for other Government installations.
- (c) Give brief history of business experience, including length of time in present business.
- (d) Furnish statement as to similarity between services being rendered and those required by the proposed contract.
- (e) Indicate total dollar amount of all business on hand (military and commercial) with brief description of major projects and locations of same.
- (f) Furnish statement of facilities, materials, together with a list of key personnel and their qualifications available for performance of proposed contract.
- (g) Furnish name and address of surety company which will furnish performance and payment bonds.
- (h) Furnish names and address of proposed subcontractors.

DEPARTMENT OF LABOR INTERPRETATION

Bidders should note that Department of Labor's position on employees driving pickup trucks from site to site to perform mowing, cleaning, etc., duties is that they are to be paid truck driver wages for the time spent driving. Please consider this information when preparing your bid.

PROVISIONS INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It (☐) is, (☐) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this provision-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

EXHIBIT A
GRASS MOWING

EXHIBIT A - GRASS MOWING

1. **Maps.** (C1-1, C1-3.2.1, C1-6, C2-1, C2-3.7)

Maps showing location, limits, approximate areas and classifications of mowing and leaf removal areas are attached at the end of Exhibit A and B. Trimming areas are not identified specifically in the exhibit, but are defined in general in paragraph C1-3.3.

2. **Time Periods.** (C1-3.1.1, C1-4.1)

Upon receipt of the Task Order, the contractor will be required to start mowing operations within 24 hours and continue uninterrupted until all work is completed. The work shall be completed within a 5 day period, excluding weekends, holidays or other variances allowed or required by the COR. Note: Time periods listed below are estimates only.

<u>AREA</u>	<u>ACREAGE</u>	<u>TYPE OF CUT</u>	<u>ESTIMATED TIME</u>
SITE #1	3	3"	1 Day(s)
SITE #2	2	3"	1 Day(s)
SITE #3	5	5"	1 Day(s)
SITE #4	3	5"	1 Day(s)
SITE #5	1180 Linear Feet	N/A	2 Day(s)
SITE #6	2	3"	1 Day(s)
SITE #7	.5	.5"	½ Day(s)
SITE #8	4	5"	5 Day(s)
SITE #1 (LEAF REMOVAL)	3	N/A	4 Day(s)
SITE #6 (LEAF REMOVAL)	2	N/A	3 Day(s)
SITE #7 (LEAF REMOVAL)	.5	N/A	1 Day(s)

SITE #1
(CLIPPING REMOVAL)

3

N/A

½ Day(s)

3. **Mowing Height.** (C1-3.1.2)

Site #'s 1, 6 & 7 described will be mowed according to Type I cutting specifications. Site #'s 2, 3 & 4 will be mowed according to Type II cutting specifications.

4. **Working Hours.** (C1-3.1.3)

Work will be performed during normal business hours which are from 7:30am to 4:00pm, Monday thru Friday.

5. **Schedule of Work.** (C1-5)

Typical Task Orders will be issued to mow sites 1 & 6 on a weekly basis from mid-April through mid-October. Sites 2, 3 and 7 are typically mowed on a two week basis. Site 4 is typically mowed monthly late May through late August. Task Orders will be based on weather conditions which affect the rate of growth for grass. Typical mowing patterns may vary accordingly.

The Contractor will be issued orders verbally by the Contracting Officers Representative (COR) as services are required. The Contractor will be required to respond to an order within 24 hours, except as otherwise specified by the COR. When an order to mow is issued, the mowing shall be completed within consecutive days once mowing begins, excluding weekends, holidays or other variances allowed or required by the COR. All variances allowed or required by the COR will be submitted to the Contractor in writing. Areas shall be mowed in the order they are listed based on notification by the COR.

6. **Leaf Removal.** (C2-3.7)

Leaf removal will be performed on Sites 1, 6 & 7 only. Typically this involves both fall and spring leaf removal during the Oct-Nov and Mar-Apr periods.

7. **Removal of Grass Clippings.** (C1-8.3)

Clipping removal will be performed on Site 1 only as ordered.

8. **Description of Areas to be Mowed.** (C1-3.2.1)

a. Mowing Area Description: The areas listed below will require a Type I cut of three (3) inches and are normally mowed when the grass height is less than six (6) inches.

Site 1 - Located near the east bank of Tygart Dam, this area includes lawn areas around the project office, maintenance building, dwellings, picnic shelter and overlook parking lot. The berms of the access road (beginning at end of the guide rail across from mailboxes and ending at the concrete retaining wall next to dam) shall be mowed to a width of four (4) feet from the edge of the roadway. Approximately three (3) acres.

Site 6 - Located along the .5 of a mile main access road to Tygart Dam. This also includes the grassy area where the project entrance sign is located and to the edge of the poplar woods. The berms of the access road shall be mowed from the edge of the roadway to the middle of the grass ditch line and to the edge of stone ditches. Areas around guide rails will be mowed from edge of the roadway to the edge of existing wooded areas or to the edge of the project boundary as indicated on the maps. Approximately two (2) acres.

Site 7 - Located along the .5 of a mile main access road to Tygart Dam. The hillside along Site 7 shall be mowed to a uniform width of six (6) feet from the upper edge of the stone ditch. Approximately one half (1/2) acre.

b. The areas listed below will require a Type II cut of five (5) inches and is intended for meadows and fields with high grass.

Site 2 - Located near the east bank of Tygart Dam, this area is referred to as the Orchard Area. The mowed area extends to the edge of the adjacent woods. Also, included is the area by the overlook fence and the footpath to the dam. The overlook shall be trimmed to a uniform width of three (3) feet below the fence line and the footpath shall be trimmed to a uniform width of three (3) feet on each side. Approximately two (2) acres.

Site 3 - Located immediately downstream of Tygart Dam, this area is referred to as the Meadows Area and includes both the east and west meadows. The West Meadow access road is also included in this area. The West Meadow area shall be mowed to the edge of the adjacent woods and down to the West Meadow access gate. The East Meadow shall be mowed to the edge of the woods and to the top of the stone riprap. Approximately five (5) acres.

Site 4 - This area includes the public picnic area located near the picnic shelter, the berms along the Tygart Dam Trail, and access road to government boat dock, area above government boat dock which includes the pathways to winches, and trail overlook area next to the foot bridge. The picnic area shall be mowed from the edge of the split rail fence up to the edge of the adjacent woods and to a distance of 25 feet beyond the last picnic table on lower side of roadway. The berms of the Tygart Dam Trail shall be mowed to a width of four (4) feet on both sides of the roadway trail. The trail overlook area shall be mowed to the edge of the existing wood line near the footbridge. Approximately three (3) acres.

EXHIBIT B

MAINTENANCE OF LANDSCAPE AREAS

EXHIBIT B - MAINTENANCE OF LANDSCAPED AREAS

1. **Landscape Areas to be Maintained.** (C2-1, C2-3.1.1, C2-3.3, C2-3.7)

Site 5 Hedge Trimming - Pruning of hedge rows which are located in the vicinity of the overlook parking lot, picnic shelter, project office and dwellings. All hedges shall be uniformly cut in a professional manner. The normal cut required during any one trimming will be less than four (4) inches. All hedge clippings that result from hedge trimming either left on top of the hedges, or on the ground around hedges will be raked, gathered and disposed of by the Contractor on the project as directed by the COR and in accordance with Section C11 - Environmental Protection. Approximately 1180 linear feet. Estimated time two (2) days.

Site 8 Brush Cutting: This site is located along the .5 of a mile main access road, and also includes the hillside below the picnic area split rail fence, hillside between the State Park route 9/7 and upper section of the Tygart Dam Trail access road, the hillside behind the picnic shelter and the hillside below the Tygart Dam overlook, the area in and around the pine trees below the terra cotta ditch, and the two vistas along the Tygart Dam Trail overlook. The area, varying in width, shall be mowed to the edge of existing wood line, within designated project boundaries and as directed by the COR. This involves cutting (flush with the ground) grass, weeds and/or shrubby vegetation and is normally cut when the grass height is less than twelve (12) inches. This type of cut is required when use of normal mowing devices (riding or push mowers) is not applicable due to the steep terrain. Cutting of these areas shall require string trimmers, trimmers with brush blades, hand scythes or other approved equipment. The COR will allow cut brush to be windrowed in these locations. Approximately 17904 square yards. Estimated time five (5) days.

Site 9 Brush Cutting (Poplar Woods) - This site consists of the wooded (Poplar) area directly adjacent to Site 6 below the sharp turn in the main access road. The COR will allow cut brush to be windrowed in this area. Approximately 3022 square yards. Estimated time one (1) day.

Site 10 Brush Cutting (Abutments) - This includes the upstream and downstream abutment areas on both the east and west sides of the Dam, the west access road and the east access road 15 feet below the retaining wall and guide rail. The abutment consists of four areas, each being approximately 75 feet wide as measured from the concrete abutments toward the existing wood line. The west access roadway area consists of 15 feet below the guide rail and 12 feet from the ditch line up the bank. The COR will allow cut brush to be windrowed at these locations. Estimated time four (4) days.

Brush Cutting -	Location	Square Yards
Abutments	East Upstream Abutment	2311
	East Downstream Abutment	3092
	West Upstream Abutment	2492
	West Downstream Abutment	4329
	West Access Roadway Area	1577
	East Access Roadway Area	642
	TOTAL:	14443

Site 11 Brush Cutting (Trash Boom) - This includes the areas upstream of the dam on the East and West side where the trash boom floats run up the wooded hillsides. Brush clearances are approximately 10 feet on each side of the trash boom floats. The COR will allow cut brush to be windrowed at these locations. Estimated time one (1) day.

Brush Cutting - Trash Boom	Location	Square Yards
	East Trash Boom	544
	West Trash Boom	947
	TOTAL:	1491

Site 1 Leaf Removal - This leaf removal area is located on the same site as mowing Site 1. Further, removal is to include beneath hedges at Site 5. The Contractor shall remove all leaves around and under such obstacles as picnic tables, trees, shrubbery, hedges and buildings. This also includes along fences, access roads, stone gutters, ditches and on all sidewalks and parking areas. Leaves will be disposed of by the Contractor on the project at a location directed by the COR and in accordance with Section C11 - Environmental Protection. Approximately three (3) acres.

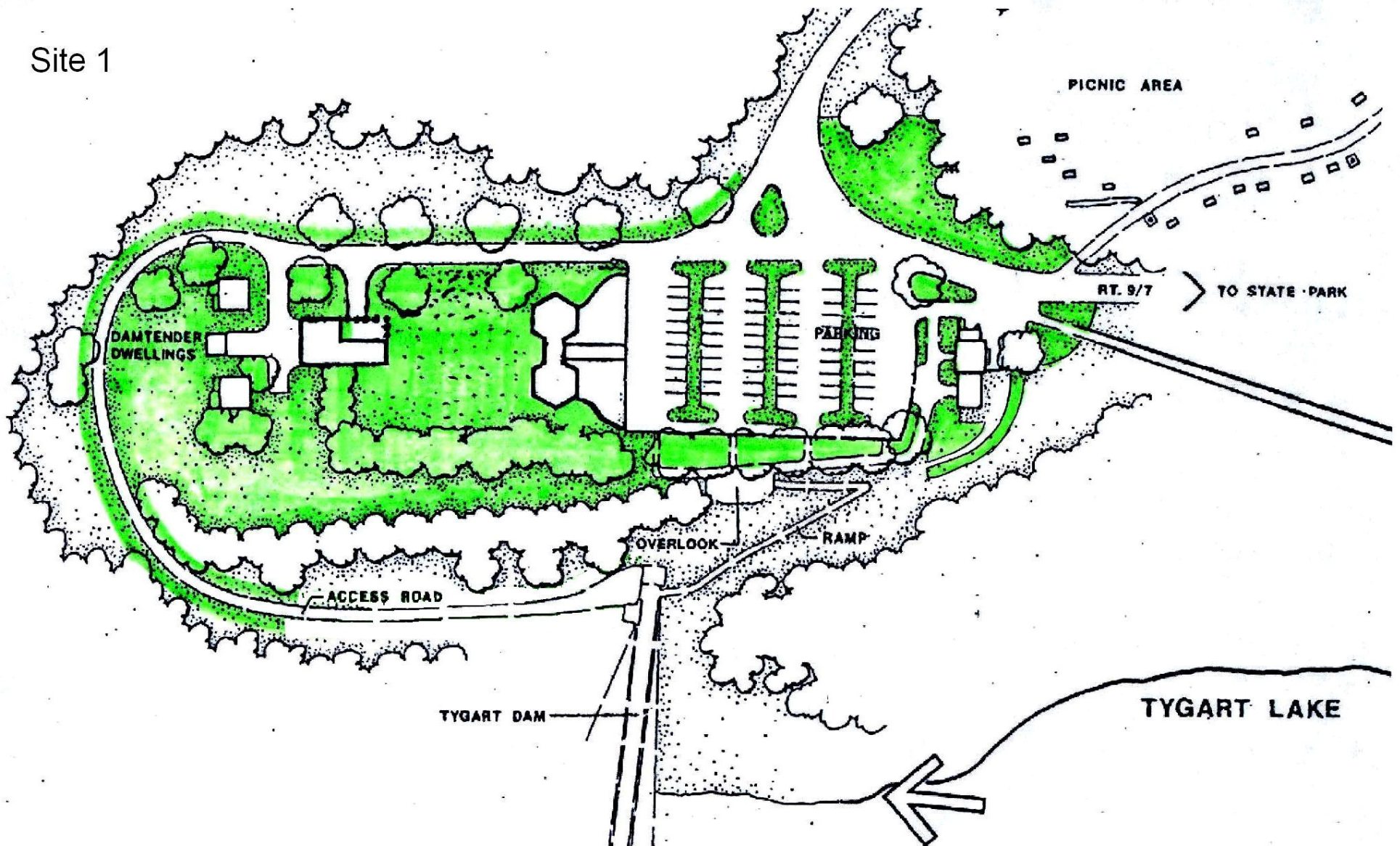
2. Site 6 Leaf Removal - This leaf removal area is located on the same site as mowing Site 6. Further, removal is to include all leaves around and under such obstacles as signs, trees, shrubbery and guard rails. This also includes all ditches and stone gutters. Leaves will be disposed of by the Contractor on the project at a location directed by the COR and in accordance with Section C11 - Environmental Protection. Approximately two (2) acres.

3. Site 7 Leaf Removal - This leaf removal area is located on the same site as mowing Site 7. This also includes the stone ditch that runs along the main access road at Site 7. Leaves will be disposed of by the Contractor on the project at a location directed by the COR and in accordance with Section C11 - Environmental Protection. Approximately one half (½) acres.

2. **Pesticide Applications.** (C1-3.3.1, C2-2.6, C2-3.1.3.2, C2-3.5)

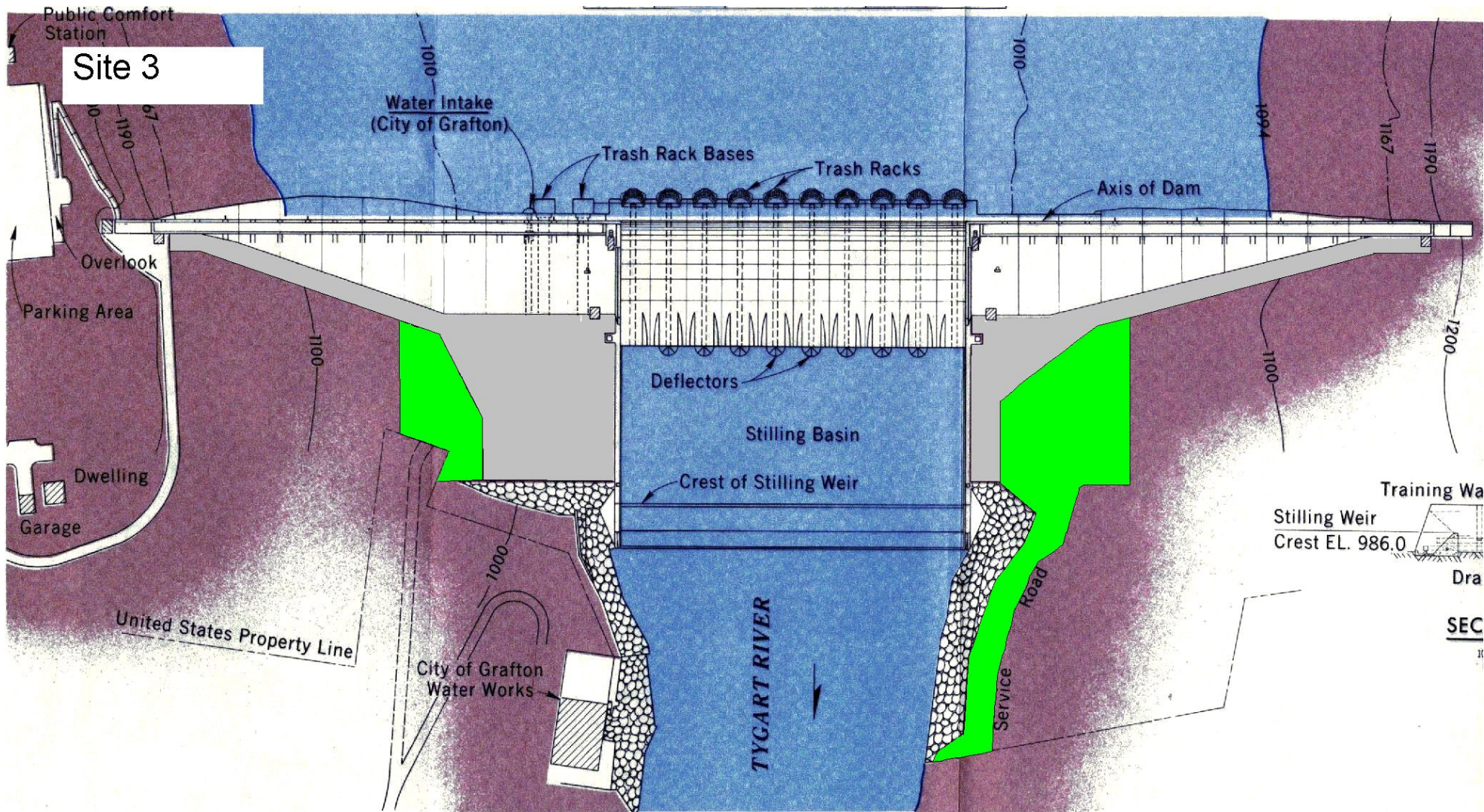
The contractor may elect to use alternative herbicide application, at no additional cost to the government, to reduce or eliminate mechanical trimming. Use of pesticides shall be in accordance with the project's approved Annual Pest Control Plan. The contractor shall submit pesticide application plans for each calendar year to the COR by December 1 of the preceding year. All pesticide must be approved by the COR prior to their use on government property.

Site 1



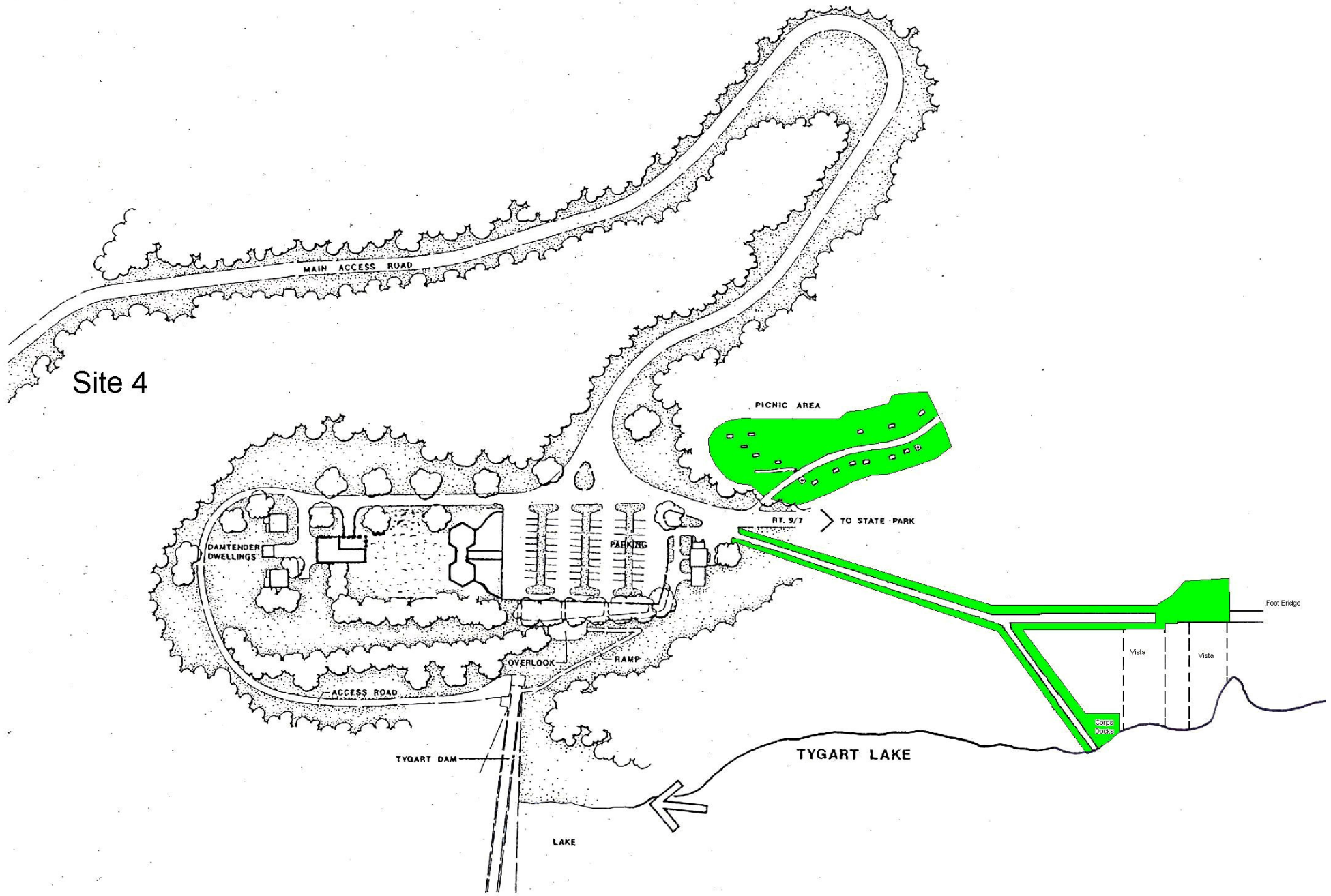
Site 2



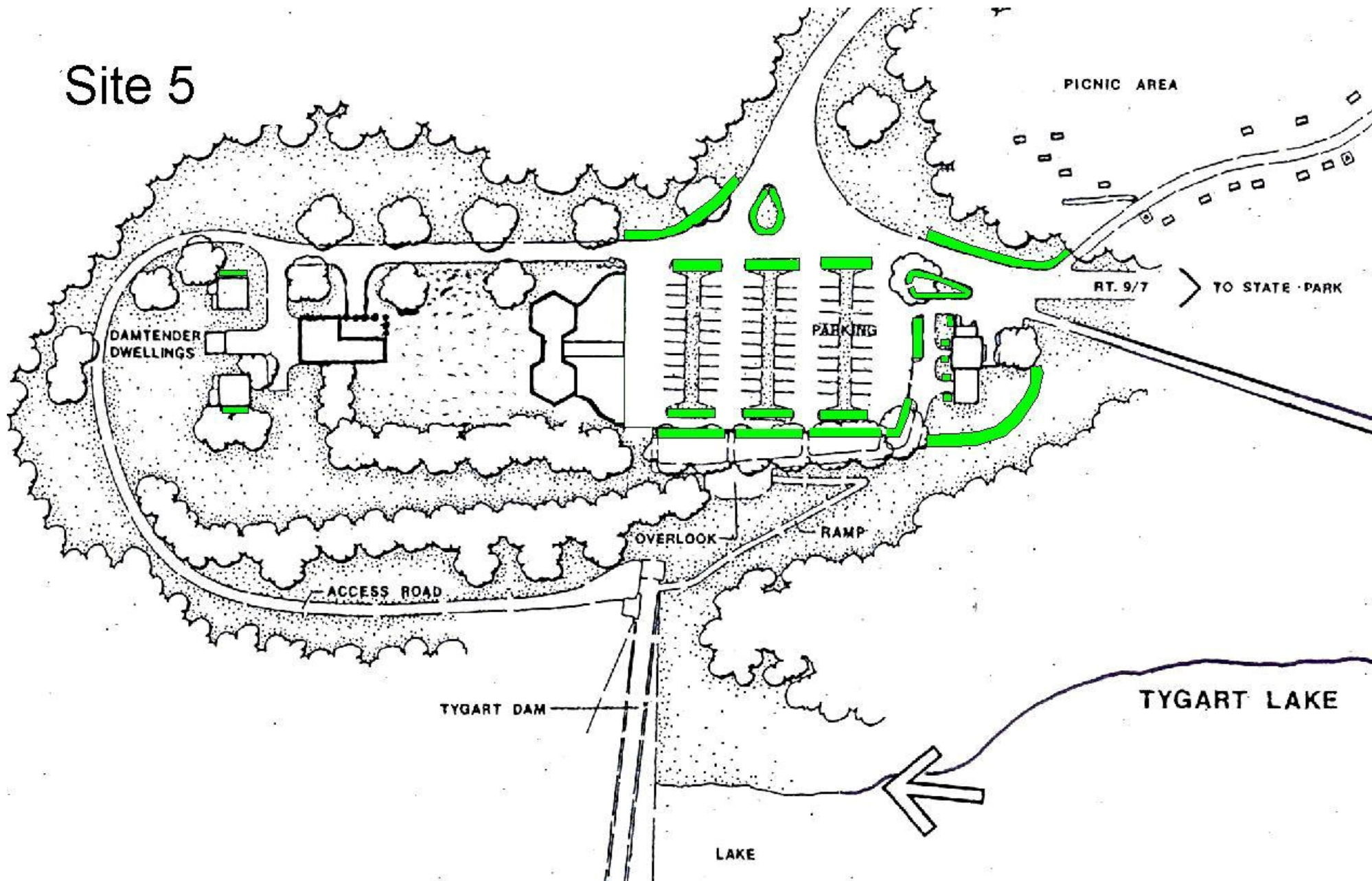


PLAN





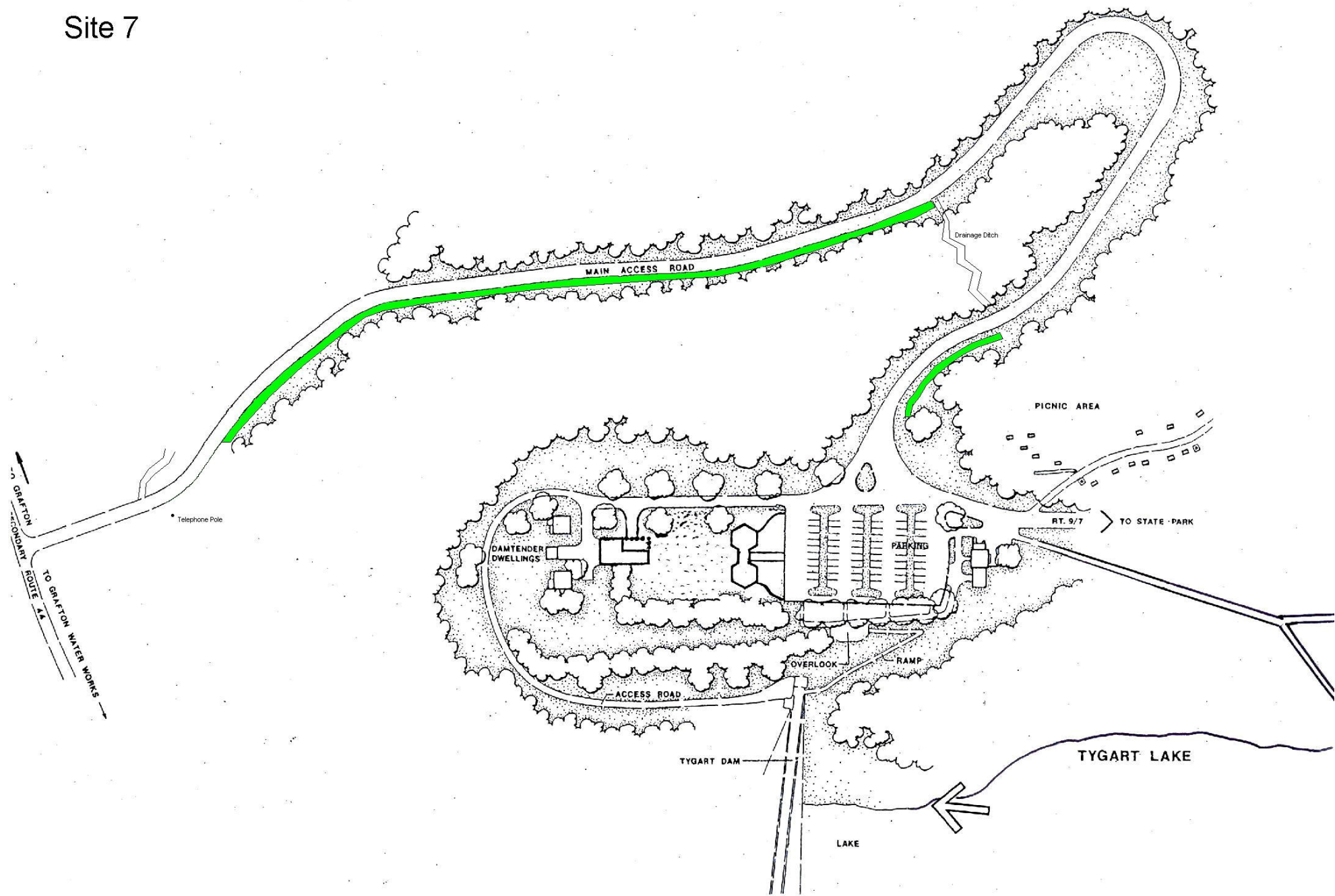
Site 5



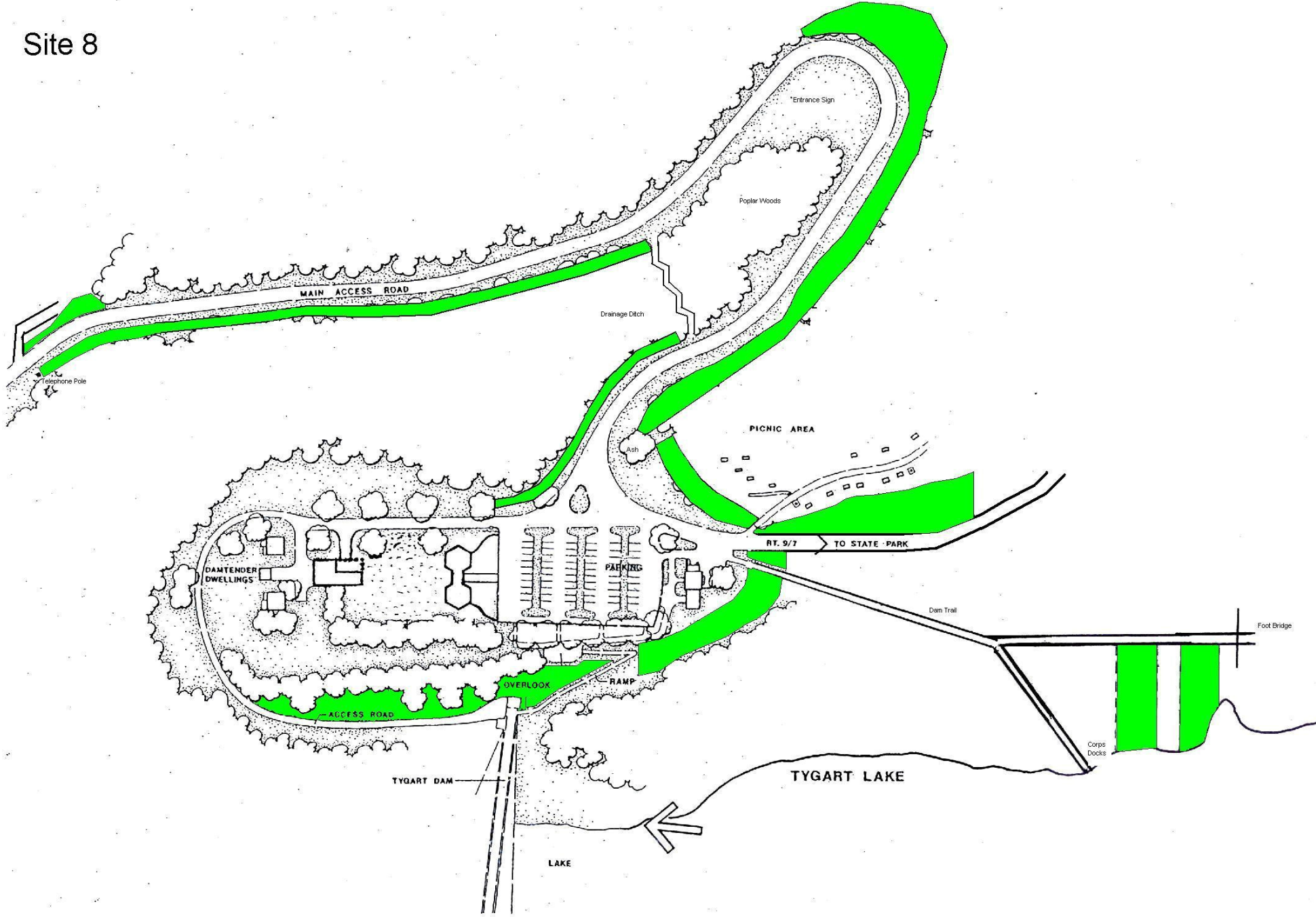
Site 6



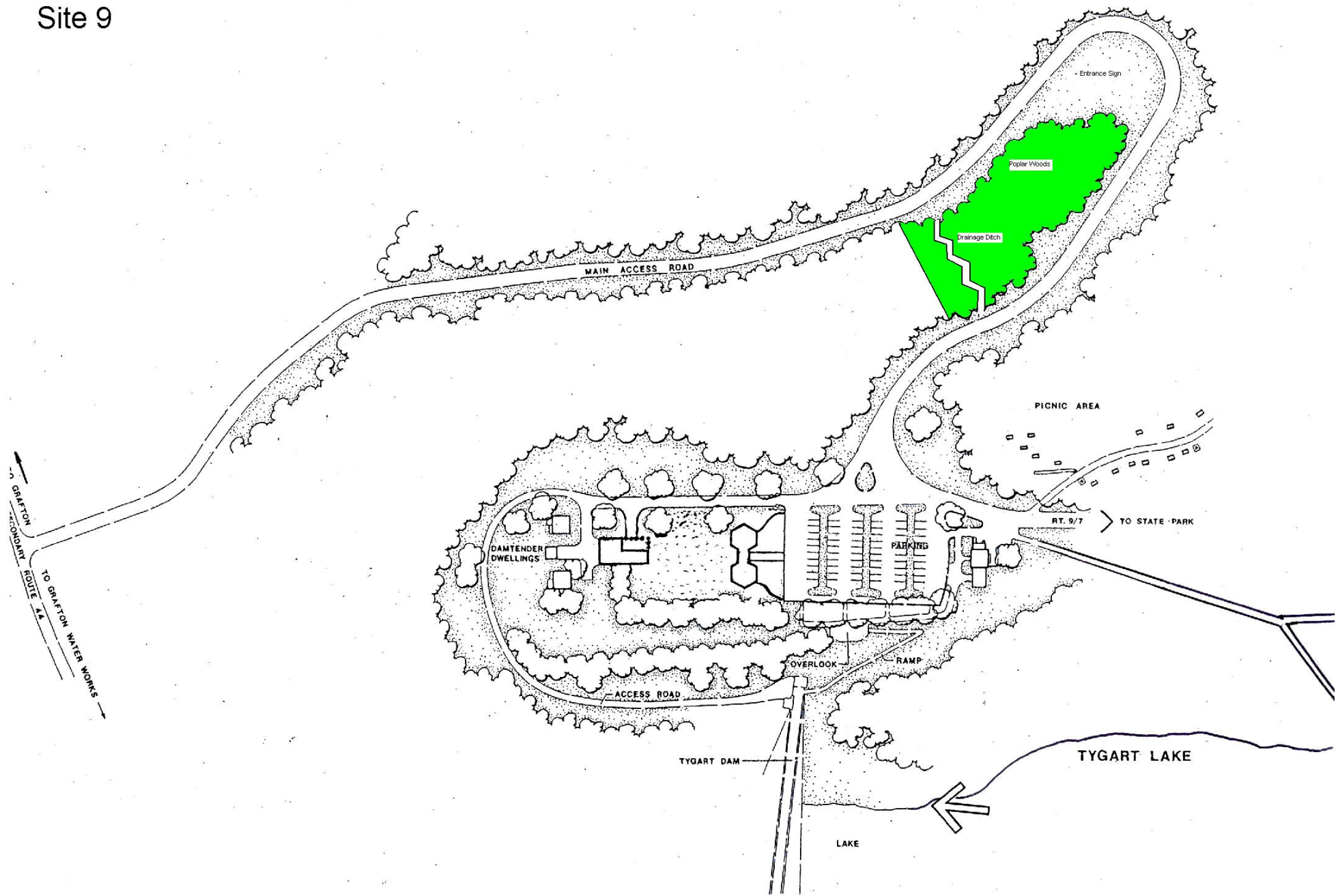
Site 7

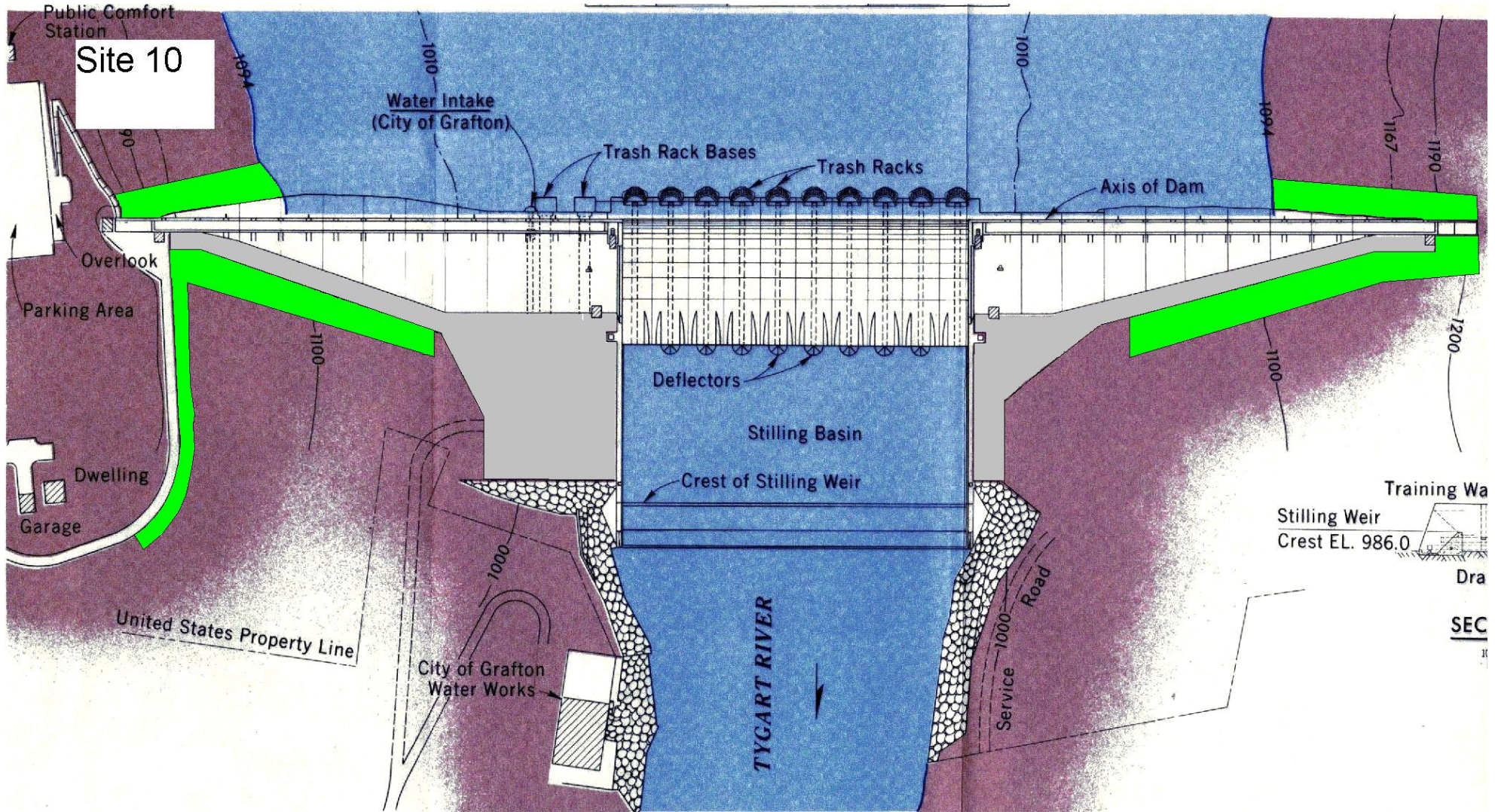


Site 8

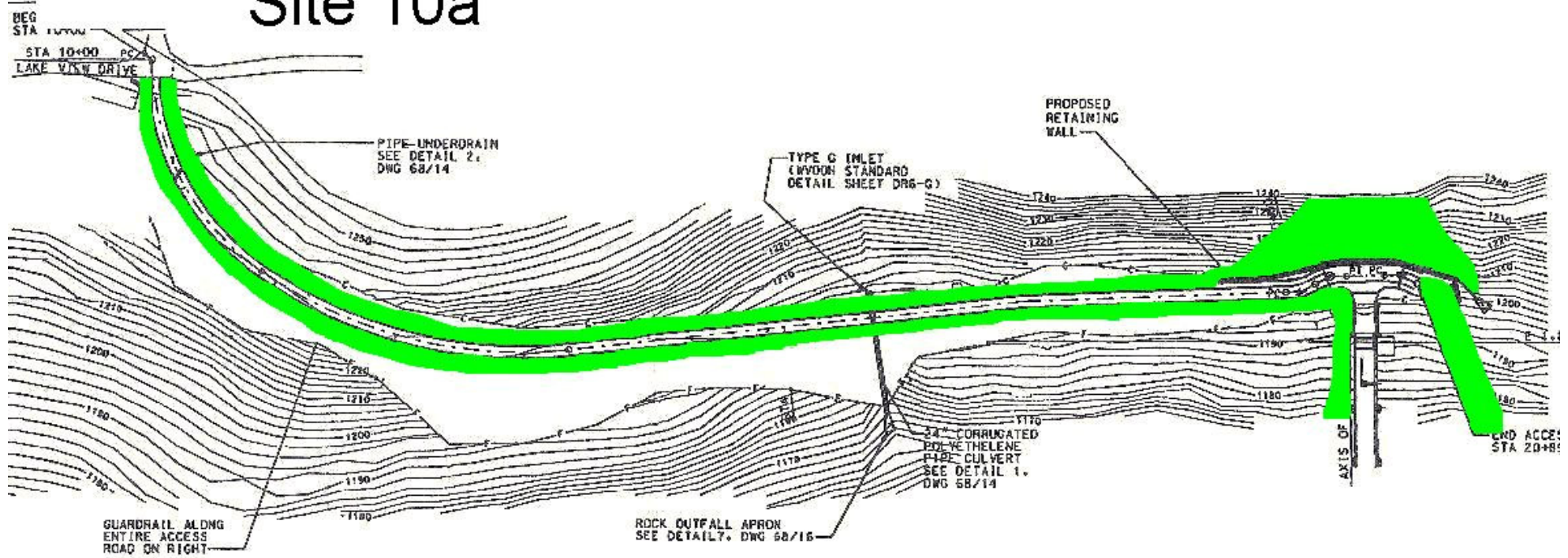


Site 9



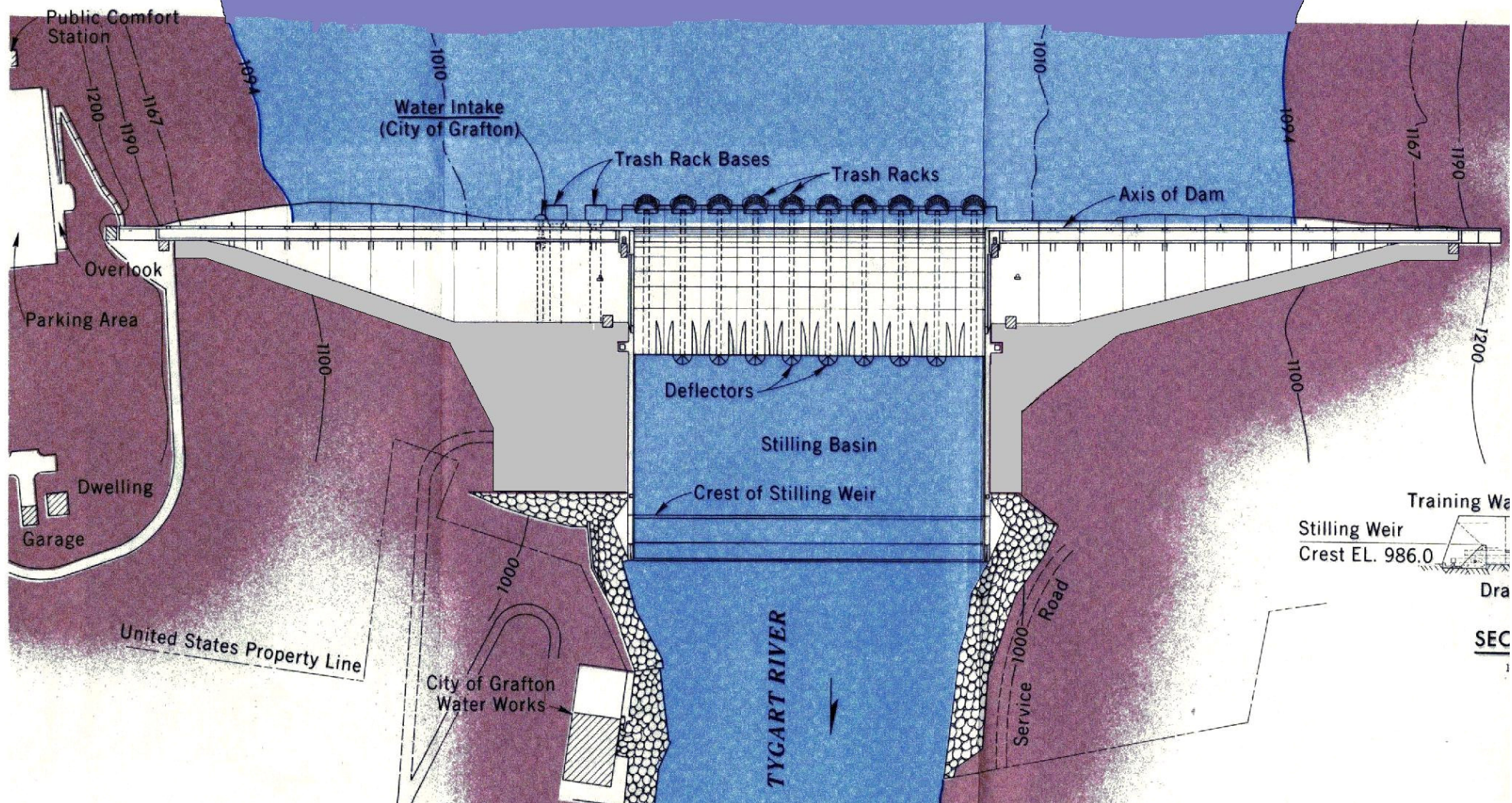


Site 10a



Site 11

Trash Boom



EXHIBITS C THROUGH J

NOT USED

EXHIBIT K

TASK ORDER, DD 1155

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 3	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911WN-05-D-000?			2. DELIVERY ORDER/ CALL NO. 000?		3. DATE OF ORDER/CALL (YYYYMMDD) 200? ??? ??		4. REQ./ PURCH. REQUEST NO. W81ET4-????-????			5. PRIORITY	
6. ISSUED BY U.S. ARMY ENGINEER DISTRICT, PITTSBURGH CONTRACTING DIVISION (ROOM 727) W S MOORHEAD FEDERAL BUILDING 1000 LIBERTY AVENUE PITTSBURGH PA 15222-4186			CODE W911WN		7. ADMINISTERED BY (if other than 6) SEE ITEM 6				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR NAME AND ADDRESS			CODE		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
12. DISCOUNT TERMS ?????			13. MAIL INVOICES TO THE ADDRESS IN BLOCK THE OFFICE SPECIFIED IN THE BASIC CONTRACT								
14. SHIP TO TYGART LAKE US ARMY CORPS OF ENGINEER RT 1 BOX 257 GRAFTON WV 26354-9738			CODE H4R1JB0		15. PAYMENT WILL BE MADE BY USAED PITTSBURGH DISTRICT 5720 INTEGRITY DRIVE MILLINGTON TN 38054-5005			CODE CEFC-AO-P		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER			DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.				
PURCHASE							Reference your quote dated Furnish the following on terms specified herein. REF:				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: 412-395-???? EMAIL: ???????@usace.army.mil BY: ????????			25. TOTAL \$?,???.??		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						26. DIFFERENCES					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	LumpSum	\$?,???.??	\$?,???.??
	GROUNDS MAINTENANCE SERVICES FFP SEE THE ATTACHED PRICE SCHEDULE FOR SPECIFIC ITEMS AND PRICES				

NET AMT	\$?,???.??
---------	------------

ACRN AA Funded Amount	\$?,???.??
-----------------------	------------

FOB: Destination

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082439 2520001TCH018730 NA 96364
COST 000000000000
CODE:
AMOUNT: \$?,???.??

TYGART LAKE
PRICE SCHEDULE
BASE YEAR

Period of Performance: 01 DEC 2004 or effective date of award, whichever is later, through 30 NOV 2005.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Mowing Services, Type I - Site #1	2	EA	\$??.??	\$???.??
0002	Mowing Services, Type I - Site #6	2	EA	\$??.??	\$???.??
0003	Mowing Services, Type I - Site #7	2	EA	\$??.??	\$???.??
0004	Mowing Services, Type II - Site #2 (Orchard)	2	EA	\$??.??	\$???.??
0005	Mowing Services, Type II - Site #3 (Meadows)	2	EA	\$??.??	\$???.??
0006	Mowing Services, Type II - Site #4 (Picnic Area)	2	EA	\$??.??	\$???.??
0007	Removal of Grass Clippings - Site #1	1	EA	\$??.??	\$???.??
0008	Pruning Hedge Rows – Site #5	1	EA	\$??.??	\$???.??
0009	Brush Cutting – Site #8	1	EA	\$??.??	\$???.??
0010	Brush Cutting – Site #9 Poplar Woods	1	EA	\$??.??	\$???.??
0011	Brush Cutting – Site #10 Abutments & West Access Road	1	EA	\$??.??	\$???.??
0012	Brush Cutting – Site #11 Trash Boom	1	EA	\$??.??	\$???.??
0013	Leaf Removal – Site #1	0	EA	\$??.??	\$ 0.00
0014	Leaf Removal – Site #6	0	EA	\$??.??	\$ 0.00
0015	Leaf Removal – Site #7	0	EA	\$??.??	\$ 0.00

NOTE: CONTRACTOR WILL BE PAID ONLY FOR ACTUAL NUMBER OF SERVICES PERFORMED.

W911WN-05-D-000?-000?

ATTACHMENT

(1 PAGE)

EXHIBIT L
CONTRACTOR WORK SCHEDULE

EXHIBIT L

SAMPLE CONTRACTOR WORK SCHEDULE

SCHEDULE OF CLEANINGS FOR JOHN W. FLANNAGAN RESERVOIR

Schedule Effective May 1, 1987
Section C3

<u>TIME</u>	<u>AREA AND SERVICES PROVIDED</u>
6:00 a.m. - 6:30 a.m.	Junction Area. All services described in Section C-3.2.
6:30 a.m. - 6:45 a.m.	Inspection, Junction Area.
6:45 a.m. - 6:55 a.m.	Travel to below Dam and Spillway.
6:55 a.m. - 7:40 a.m.	Below Dam and Spillway. All services described in Section C-3.2.
7:40 a.m. - 7:55 a.m.	Inspection, Below Dam and Spillway.
7:55 a.m. - 8:05 a.m.	Travel to Lower Twin.
8:05 a.m. - 8:50 a.m.	Lower Twin. All services described in Section C-3.2.
8:50 a.m. - 9:05 a.m.	Inspection, Lower Twin.
9:05 a.m. - 9:45 a.m.	Travel to Cranesnest Areas.
9:45 a.m. - 10:45 a.m.	Cranesnest Areas. All services described in Section C-3.2.
10:45 a.m. - 11:00 a.m.	Inspection, Cranesnest Areas.
11:00 a.m. - 11:15 a.m.	Travel to Pound River Area.
11:15 a.m. - 11:45 a.m.	Pound River Area. All services described in Section C-3.2.
11:45 a.m. - 12:00 noon	Inspection, Pound River Area.
4:00 p.m. - 4:15 p.m.	Junction Area. Services described in Section C-3.2.
4:15 p.m. - 4:30 p.m.	Inspection, Junction Area.
4:30 p.m. - 4:50 p.m.	Travel to Lower Twin.

4:50 p.m. - 5:20 p.m.	Lower Twin. Services described in Section C-3.2.a and i.
5:20 p.m. - 5:35 p.m.	Inspection, Lower Twin.
5:35 p.m. - 5:45 p.m.	Travel to Below Dam and Spillway.
5:45 p.m. - 6:20 p.m.	Below Dam and Spillway. Services described in Section C-3.2.a and i.
6:20 p.m. - 6:35 p.m.	Inspection, Below Dam and Spillway.
6:35 p.m. - 7:05 p.m.	Travel to Cranesnest Areas.
7:05 p.m. - 7:45 p.m.	Cranesnest Areas. Services described in Section C-3.2.a and i.
7:45 p.m. - 8:00 p.m.	Inspection Cranesnest Areas.
8:00 p.m. - 8:15 p.m.	Travel to Pound River Area
8:15 p.m. - 8:35 p.m.	Pound River Area. Services described in Section C-3.2.a and i.
8:35 p.m. - 8:50 p.m.	Inspection, Pound River Area.

NOTES:

1. All weekly work will be done during the 6:00 a.m. to 12:00 noon time period, on Tuesdays.
2. All biweekly work will be done during the 6:00 a.m. to 12:00 noon time period, on every other Tuesday.
3. Services described in Section C-3.2.k, will be performed on the first Wednesday of the month.

EXHIBIT M

ITEMS FOR PREWORK CONFERENCE

EXHIBIT M

ITEMS FOR PRE-WORK CONFERENCE

- a. Quality Control Plan. A suggested outline for the Contractor Quality Control Plan is contained in Exhibit P.
- b. Contractor Representatives. List of Contractor Representatives and on-site foreman.
- c. Contractor Quality Control Inspector. List of Contractor Quality Control Inspectors.
- d. Emergency Work Personnel. A list, with a minimum of five names, addresses and telephone numbers, of persons who will be available for emergency work.
- e. Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.
- f. NOT APPLICABLE

EXHIBIT N

PESTICIDE APPLICATION RECORD, ORD FORM 1031

PESTICIDE APPLICATION RECORD

1. PROJECT: _____ 2. Date: _____
3. SITE TREATED: None
4. PEST TREATED: None
5. PURPOSE: _____

6. CONDITIONS DURING TREATMENT: Air Temperature: _____ °F
Percent Overcast: _____ % Water Temp (if applicable): _____ °F
Wind Direction: _____ Wind Velocity: _____ mph

7. PESTICIDE RECORD:
Common Name: _____ % Active Ingredient: _____
Manufacturer: _____ Reg. No.: _____
Registered Use: _____
Mixture or Form Applied: _____
Application Rate: _____ Method: _____
Special Precautions: _____
Crew: _____ Equipment Used: _____

8. ACCUMULATIVE TREATMENT: (Quantity of pesticide applied to a given area during the Calendar Year)

	<u>Units Treated</u>	<u>Quantity Used</u>
Previous	_____	_____
Present	_____	_____
Total	_____	_____

9. COOPERATING AGENCIES: _____
10. REMARKS: _____

I hereby certify that this information is a true and correct record of the pesticide application.

(Signature of Certified Applicator)

EXHIBIT O
CONTRACT DEFICIENCY REPORT

NOTIFICATION OF CONTRACT DEFICIENCIES

The attached form is a formal document used by the Government to process defects in services received. As initially issued to the Contractor, the deficiency notice describes the discrepancy or problem. This discrepancy will be discussed with the contractor's representative when it is issued. The Contractor shall provide a written response on the form within 48 hours of issuance, unless additional times is granted by the COAR. The contractor's response must:

- a. Identify the cause and corrective action taken, and;
- b. Identify Contractor action to prevent recurrence.

The COAR will evaluate the Contractor's response and document the required portion of the form. After finalization of the Deficiency Notice, the Contractor and COAR must sign the form and the Contractor will be given a copy. Should the Contractor refuse to sign the form, the signature block will be so annotated by the COAR. A completed copy will be forwarded to the Contracting Officer. The Contracting Officer monitors all deficiency notices issued and such notices are the principle document used by the Contracting Officer in determining Government contract actions that can be taken, such as Termination for Default.

NOTIFICATION OF CONTRACT DEFICIENCIES - SERVICE CONTRACTS

TO: _____ DATE OF NOTIFICATION _____
(Contractor's Name)

REFERENCE CONTRACT NO. _____ FOR _____

Inspections made this date have revealed that the services performed under this contract do not meet the contract specifications in the following aspects:

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION OF DEFICIENCIES</u>	<u>CONTRACT</u> <u>PARAGRAPH</u> <u>REFERENCE</u>	<u>DATE DEFICIENCY</u> <u>MUST BE CORRECTED</u>
---------------------------	------------------------------------	---	--

SIGNATURE OF CONTRACTING/DATE
OFFICER'S AUTHORIZED
REPRESENTATIVE (COAR)

SIGNATURE OF CONTRACTOR _____
DATE

CEORP FORM 593
1 AUG 96

PREVIOUS EDITION DATED
1 APR 88 USABLE

CEORP-CT-A

NOTIFICATION OF CONTRACT DEFICIENCIES - SERVICE CONTRACTS (CONT)

TO: _____ FROM: _____
COAR Contractor's Name

The following is my response as the cause, corrective action taken and actions to prevent recurrence:

SIGNATURE OF CONTRACTOR DATE SIGNATURE OF COAR DATE

GOVERNMENT EVALUATION:

SIGNATURE OF COAR DATE SIGNATURE OF CONTRACTOR DATE

EXHIBIT P

CONTRACTOR QUALITY CONTROL PLAN FORMAT

EXHIBIT P

CONTRACTOR'S QUALITY CONTROL PLAN FORMAT

1. List method of inspection for each section of the contract.
2. List individuals who shall do inspection of each section of contract. List names of authorized Contractor Representatives who will carry out duties such as those of Sections C_ _.
3. Identify method of identifying deficiencies in quality of services performed before the level of performance is unacceptable.
4. Identify method of retaining record of inspections and records of corrective actions taken.
5. Accident prevention:
 - A. Policy Statement for accident prevention signed by Contractor.
 - B. Emergency phone numbers.
 - C. Equipment inspection.

Guards in place	Back-up alarm
Mufflers	Rollover protection
Fire extinguishers	Seat belts--enforcement
Inspections overlife of contract	of use
 - D. Safety Meetings

Monthly and 5-minute on the site tool box meeting
 - E. Housekeeping

At worksites
At base of operation
 - F. First Aid

Kits made available
Training of personnel
 - G. Personal protective equipment

Types provided
Method of enforcement
Maintenance

EXHIBIT Q

QUALITY ASSURANCE SURVEILLANCE PLAN

EXHIBIT Q

QUALITY ASSURANCE SURVEILLANCE PLAN

1. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). This plan will be used to assure the Government that the work specified under this contract is completed satisfactorily. This plan is included for information purposes and will not be made part of any resulting contract. Payment Analysis will be conducted by using the Random, Planned, or 100% sampling methods; however, the Government has the right to change or modify inspection methods at its discretion.

2. DEFINITIONS.

2.1 Acceptable Quality Level (AQL). The AQL is a predetermined value selected and used by the Government Quality Assurance Inspector to distinguish between satisfactory and unsatisfactory performance. For evaluation by random/planned sampling, AQL's are stated in percentages (i.e. 0.05, 0.10) as per table A-1. The AQL tables have three parts: Lot (Population) size, sample size, and the allowable reject level.

2.2 Lot (Population Size). The total number of required services per inspection from which a sample is to be drawn.

Example: 505 picnic sites to be cleaned each day
X 20 cleaning das/mo. (inspection period)
10,000 Lot (population size)

2.3 Sample Size. The number of samples to be taken per lot size as determined by the assigned AQL.

Example: AQL of 0.10 and a population of 10,100 will equal a Sample Size of 26 as per Table A-1

2.4 Allowable Reject Level (ARL). The ARL is the allowable margin of error allowed the Contractor under the Random and Planned Sampling Method. When the observed total number of defects per inspection period is equal to or below the ARL, the work will be considered satisfactory. If the observed total number of defects per inspection period is a greater number than the ARL, the work will be considered unsatisfactory. Unsatisfactory rating will require corrective action and/or deductions, and will include a review of the Contractor's Quality Control Program. Notification of unsatisfactory performance exceeding that ARL will be in the form of a Deficiency Report issued by the COR or authorized representative.

Example: AQL of 0.10, population of 10,100, sample size of 26 will equal an ARL of 6 as per Table A-1

3. PAYMENT ANALYSIS.

3.1 Random Sampling Method. Surveillance based on random sampling is a Government Quality Assurance evaluation method designed to evaluate some part, but not all, of the contract service requirements being monitored. This method, based on statistical theory, estimates the Contractor's overall level of performance for a given service requirement. Random sampling is considered where there is a large homogeneous population and a 100% inspection is not feasible. Surveillance of the results of a scheduled service is based on samples from finished work using the random sample table. These results are then compared to the specified performance standards.

3.1.1 Monitoring. Inspection of all services performed under this method will be conducted according to a schedule developed by the Government. Inspection samples will be selected randomly from each lot. Only those items appearing in the random samples will be used for evaluating performance.

3.1.2 Deductions. Once a random sample has been taken of a lot, and the number of defective items exceeds the ARL for that lot, a deduction will be based on the following example.

- a. Monthly lot contract price for cleaning picnic sites is \$5,050.00
- b. Lot size is 10,100 units.
- c. Sample size using an AQL of 0.10 is 26 (Table A-1)
- d. Number of defects in the sample is 8 (ARL of 6)
- e. Percentage of sample defective is 0.308.

$$(d/c = 8/26 = 0.308)$$

- f. Deduction from the current month's invoice is \$1,555.54

$$(a \times e = \$5,050.00 \times 0.308 = \$1,554.54)$$

3.2 Planned Sampling Methods. Surveillance by planned sampling, like random sampling, is designed to inspect some part, but not all of the contract service requirements being monitored. Planned sampling under this plan will differ from random sampling only in the way in which samples are selected. The same AQL tables will be used (where practical) with lot size, sample size, and ARL's

remaining the same. Planned sampling will be used in lieu of random sampling when the lot size is not large enough to make the random tables practical, or the service is not critical enough to warrant 100% inspection, or to avoid excessive travel and loss of productive time for the inspector. The results of these inspections, like random sampling, are then compared to the specific performance standards.

EXAMPLE: The inspector is to inspect bulletin boards. Bulletin board lot size is only 38 and occurs in only one park and the headquarters area. If the random sampling method determines that the inspector must inspect the cleaning service of restrooms in a particular park that contains a bulletin board, then the inspector may chose, by planned sampling, to inspect the cleaning of that bulletin board in that same park rather than drive to another park to make a separate similar inspection.

3.2.1 Monitoring. Inspection of all services performed under this method will be conducted according to a schedule developed by the Government. The Government may, however, choose facilities it wishes to inspect without randomly selecting. Only those samples will be used for evaluating performance.

3.2.2 Deductions. Once a planned sample has been taken of a lot, and the number of defective items exceeds the ARL (as chosen by the Government) for that lot, a deduction will be based on the following example:

- a. Contract price for bulletin boards is \$19.00
- b. Population size is 38.
- c. Sample Size using an AQL of 0.05 is 15
- d. Number of defects in the sample is 6 (ARL of 3)
- e. Percentage of sample defective is 0.40.

$$(d/c = 6/15 = 0.40)$$

- f. Deduction for the current month is \$7.60.

$$(a \times e = \$19.00 \times 0.40 = \$7.60)$$

3.3 100% Inspection Method. Surveillance by this method requires that every occurrence of a performed service be monitored. Contract requirements using these evaluations are generally those that occur infrequently, or are essential, or are costly to perform. These results are then compared to the specific performance standards.

3.3.1 Monitoring. Inspection of all services performed under this method will be conducted according to a schedule developed by the Government. All services in a lot will be inspected and used for evaluating performance.

3.3.2 Deductions. The COR may require that all work that fails to provide the desired results be redone or reduce the contract price to equal the reduced value of the service. The Contractor shall ensure that defects do not recur. If the Contractor fails to rework the rejected areas or the defects are recurring, the Government may:

3.3.2.1 Reduce the contract price to equal the reduced value of the service.

3.3.2.2 Perform the required services, by contract or otherwise, and deduct any costs incurred by the Government that is directly related to the performance of such services from the Contractor's monthly invoice.

3.3.2.3 Terminate the contract for default.

3.3.2.4 Deductions. The deductions taken under this method will be based on the following example:

a. Monthly lot contract price for cleaning campsites in a park is \$1,200.00

b. Lot size is 60

c. Sample size is 100% or 60

d. Number of defects is 15.

e. Percentage of sample defective is 0.25

$$(d/c = 15/60 = 0.25)$$

f. Deduction for the current mo. is \$300.

$$(a \times e = f \text{ or } \$1,200.00 \times 0.25 = \$300.)$$

3.3.2.5 Should it become necessary for the inspector to perform re-inspections of defective work that was required to be redone (due to failure of the Contractors Quality Control System to locate and cure these deficiencies prior to the Government's inspection), there will be a re-inspection/administration charge equal to the Actual Government Cost (AGC) at the Effective Hourly Rate (E.H.R.) applied to re-inspect. The AGC inspection time will

start the minute the inspector is called and or stops other duties to perform the re-inspection and will end when the inspector returns to the duty site after the inspection. These charges will be deducted from the Contractor's monthly invoice. Re-inspection charges will only be deducted when the contractor has been given the opportunity to redo work that was not originally performed correctly. If work is not performed correctly after given the opportunity to redo, then deductions will be made as shown in 3.3.2.4. Deductions for re-inspection will be taken based on the following example:

Re-inspection of picnic site cleaned is required on 15 sites in a particular park and on 2 sites in another park. The inspector was at the office when called to re-inspect. The actual time to inspect the two parks and return to the office was 40 minutes. The inspector's Effective Hourly Rate (E.H.R.) is \$11.30 per hour. The re-inspection deduction will be made as follows:

$$\begin{aligned} \text{E.H.R.} / 60 \text{ minutes} \times \text{inspection minutes} &= \text{deduction} \\ \$11.30 / 60 \times 40 &= \$7.53 \end{aligned}$$

TABLE A-1 Sample and Reject Levels Normal Surveillance
Acceptable Quality Level (AQL)

	0.05		0.10		0.15		0.20	
Populati on Size	Sampl e Size	Rejec t Level	Sampl e Size	Reject Level	Sampl e Size	Reject Level	Sampl e Size	Reject Level
50	15	3	17	4	19	5	21	7
75	16	3	19	4	22	6	24	8
100	17	3	21	5	24	6	26	8
125	18	3	22	5	25	7	28	9
150	18	3	22	5	26	7	29	9
175	19	3	23	5	26	7	29	9
200	19	3	23	5	27	7	30	9
225	19	3	24	5	27	7	30	9
250	19	3	24	5	27	7	31	10
275	19	3	24	5	28	7	31	10
300	20	3	24	5	28	7	31	10
325	20	3	24	5	28	7	32	10
350	20	3	24	5	28	7	32	10
375	20	3	25	5	28	7	32	10
400	20	3	25	5	29	8	32	10
450	20	3	25	5	29	8	33	10
500	20	3	25	5	29	8	33	10
550	20	3	25	5	29	8	33	10
600	20	3	25	5	29	8	33	10
650	20	3	25	5	29	8	33	10
700	20	3	25	5	29	8	33	10
750	20	3	25	5	30	8	33	10
800	20	3	25	5	30	8	34	11
900	20	3	26	6	30	8	34	11
1,000	21	4	26	6	30	8	34	11
1,200	21	4	26	6	30	8	34	11
1,400	21	4	26	6	30	8	34	11
1,600	21	4	26	6	30	8	34	11
1,800	21	4	26	6	30	8	34	11
2,000	21	4	26	6	30	8	34	11
2,500	21	4	26	6	30	8	35	11
3,000	21	4	26	6	30	8	35	11
3,500	21	4	26	6	31	8	35	11
4,000	21	4	26	6	31	8	35	11
5,000	21	4	26	6	31	8	35	11
6,000	21	4	26	6	31	8	35	11
8,000	21	4	26	6	31	8	35	11
10000	21	4	26	6	31	8	35	11

REQUIRED SERVICE SECTION 1	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Mowing services				
Type I				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Debris removal	Collected prior to cutting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C1-3.2.2)	Zero rejects	Periodic Inspection	5% of item
Grass height	Uniform height as specified in exhibit A (C1-3.1.2)	2 rejects per work order	Periodic Inspection	60% of item
Trimming	Matches height and appearance of surrounding mowed areas (C1-3.3)	1 reject per work order	Periodic Inspection	20%

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Mowing services				
Type II				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Debris removal	Collected prior to cutting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C1-3.2.2)	Zero rejects	Periodic Inspection	5% of item
Grass height	Uniform height as specified in exhibit A (C1-3.1.2)	2 rejects per work order	Periodic Inspection	60% of item
Trimming	Matches height and appearance of surrounding mowed areas (C1-3.3)	1 reject per work order	Periodic Inspection	20%

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Removal of grass Clippings				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Clipping removal	Collected prior to cutting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C1-3.4)	1 reject per work order	Periodic Inspection	85% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Pruning/Pruning Hedge Rows				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	10% of item
Debris removal	Collected subsequent to cutting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C2-3.1.3.1)	Zero rejects	Periodic Inspection	40% of item
Cutting Techniques	Clean cuts as specified (C2- 3.1.3.1)	1 reject per work order	Periodic Inspection	50% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Planting/Maintenance of Trees, Shrubs or Plants				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Debris removal	Collected after planting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C2-3.2.10)	Zero rejects	Periodic Inspection	25% of item
Installation	As specified (C2-3.2.1 thru 9)	1 reject per work order	Periodic Inspection	60% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Brush cutting/removal				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	10% of item
Debris removal	Collected subsequent to cutting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C2-3.3)	Zero rejects	Periodic Inspection	40% of item
Completeness of cut	Complete cut of area (C2-3.3)	1 reject per work order	Periodic Inspection	50% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Access Road clearing				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	10% of item
Debris removal	Collected subsequent to cutting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C2-3.4)	Zero rejects	Periodic Inspection	40% of item
Completeness of cut	Complete clearing of area to limits specified in exhibit A (C2- 3.4)	1 reject per work order	Periodic Inspection	50% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Pesticide Application				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Pesticide coverage	Usage of spray pattern indicator as specified and 95% kill rate (C2-3.5)	1 reject per work order	Periodic Inspection	75% of item
Documentation	Reports turned in within 2 working days of spray application (C2- 3.5)	Zero rejects	Periodic Inspection	10% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Mulching				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Application	Three inch depth minimum (C2-3.6.1 thru 3)	1 reject per work order	Periodic Inspection	75% of item
Material	Bark and mulch shall be free of deleterious materials (C2-3.6.1 thru 3)	1 reject per work order	Periodic Inspection	10% of item
Leaf removal				
Timeliness	Within time stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Debris removal	Collected subsequent to cutting, removed from site, no clippings, litter etc. left on Road, Sidewalks, parking lots, etc (C2-3.4)	1 reject per work order	Periodic Inspection	85% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Tree removal				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Debris removal	Collected subsequent to cutting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C2-3.9.1 thru 3)	Zero rejects	Periodic Inspection	85% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Stump removal				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	15% of item
Debris removal	Collected subsequent to cutting, removed from site, no clippings, litter, etc left on road, sidewalks, parking lots, etc (C2-3.9.1 thru 3)	1 reject per work order	Periodic Inspection	20% of item
Stump removal	Removal of stump material to depth of 12 inches with backfill, tamping, grading, and seeding completed (C2- 3.10)	1 reject per work order	Periodic Inspection	65% of item

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Topsoil placement				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	10% of item
Debris removal	Collected subsequent to placement, removed from site, no stones, clods, etc left on road, sidewalks, parking lots, etc (C2-3.11)	Zero rejects	Periodic Inspection	25% of item
Minimum depth of placed soil	Two inch depth after compaction minimum (C2-3.11)	1 reject per work order	Periodic Inspection	50%
Grading into surrounding area	Smooth transition to surrounding area, depressions filled (C2-3.11)	1 reject per work order	Periodic Inspection	15%

REQUIRED SERVICE SECTION 2	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENTAGE FOR MEETING THE AQL
Turfgrass establishment				
Timeliness	Within completion stated in task order (C12)	Zero rejects	Periodic Inspection	10% of item
Debris removal	Collected subsequent to placement, removed from site, no stones, clods, etc left on road, sidewalks, parking lots, etc (C2-3.12)	Zero rejects	Periodic Inspection	25% of item
Application of appropriate seed, lime, fertilizer, and mulch	Quantity and type sufficient to produce thick even stand of turf over entire area (C2-3.12)	1 reject per work order	Periodic Inspection	50%
Grading into surrounding area	Smooth transition to surrounding area, depressions filled (C2-3.12)	1 reject per work order	Periodic Inspection	15%

EXHIBIT R

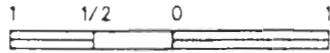
GOVERNMENT-FURNISHED FACILITIES

EXHIBIT R – GOVERNMENT-FURNISHED FACILITIES:

No Government furnished facilities will be provided. The Government will provide sufficient keys to allow access to secure areas upon proper completion of Key Control Forms.

EXHIBIT S
PROJECT MAP

TYGART LAKE



SCALE IN MILES



**US Army Corps
of Engineers**
Pittsburgh District

REVISED: April 1996

RECREATION

CORPS OF ENGINEERS

① DAM SITE

COMMERCIAL

② ROUGH RUN OUTFITTERS-WHITE WATER RAFTING

OTHER AGENCY

STATE OF WEST VIRGINIA

③ TYGART LAKE LODGE

④ TYGART LAKE MARINA



VICINITY MAP



SCALE IN MILES



EXHIBIT T
WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2573 REV (22) AREA: WV,STATEWIDE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2573
Director	Wage Determinations	Revision No.: 22
		Date Of Last Revision: 05/27/2004

States: Kentucky, Ohio, West Virginia
Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence,
Lewis, Magoffin, Martin, Pike
Ohio Counties of Monroe, Morgan, Noble, Washington
West Virginia - All Counties except : Berkeley, Jefferson
Note: West Virginia include all counties except Berkeley and Jefferson counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.72
01012 - Accounting Clerk II	11.01
01013 - Accounting Clerk III	18.04
01014 - Accounting Clerk IV	20.19
01030 - Court Reporter	16.96
01050 - Dispatcher, Motor Vehicle	14.02
01060 - Document Preparation Clerk	11.14
01070 - Messenger (Courier)	8.28
01090 - Duplicating Machine Operator	11.19
01110 - Film/Tape Librarian	11.99
01115 - General Clerk I	8.54
01116 - General Clerk II	9.60
01117 - General Clerk III	12.02
01118 - General Clerk IV	13.50
01120 - Housing Referral Assistant	14.85
01131 - Key Entry Operator I	9.11
01132 - Key Entry Operator II	12.18
01191 - Order Clerk I	8.45
01192 - Order Clerk II	10.14
01261 - Personnel Assistant (Employment) I	10.98
01262 - Personnel Assistant (Employment) II	12.32
01263 - Personnel Assistant (Employment) III	15.43
01264 - Personnel Assistant (Employment) IV	17.34
01270 - Production Control Clerk	15.87
01290 - Rental Clerk	11.99
01300 - Scheduler, Maintenance	11.99
01311 - Secretary I	11.99
01312 - Secretary II	13.41
01313 - Secretary III	14.63
01314 - Secretary IV	16.51
01315 - Secretary V	18.29
01320 - Service Order Dispatcher	13.19
01341 - Stenographer I	13.51
01342 - Stenographer II	15.17

01400 - Supply Technician	16.32
01420 - Survey Worker (Interviewer)	13.41
01460 - Switchboard Operator-Receptionist	8.10
01510 - Test Examiner	13.41
01520 - Test Proctor	13.41
01531 - Travel Clerk I	10.15
01532 - Travel Clerk II	11.13
01533 - Travel Clerk III	11.90
01611 - Word Processor I	10.61
01612 - Word Processor II	11.91
01613 - Word Processor III	13.32
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.12
03041 - Computer Operator I	11.35
03042 - Computer Operator II	12.73
03043 - Computer Operator III	14.16
03044 - Computer Operator IV	15.73
03045 - Computer Operator V	17.42
03071 - Computer Programmer I (1)	14.42
03072 - Computer Programmer II (1)	17.85
03073 - Computer Programmer III (1)	21.79
03074 - Computer Programmer IV (1)	26.41
03101 - Computer Systems Analyst I (1)	21.29
03102 - Computer Systems Analyst II (1)	25.74
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.35
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.24
05010 - Automotive Glass Installer	14.02
05040 - Automotive Worker	14.02
05070 - Electrician, Automotive	14.52
05100 - Mobile Equipment Servicer	12.99
05130 - Motor Equipment Metal Mechanic	15.03
05160 - Motor Equipment Metal Worker	14.02
05190 - Motor Vehicle Mechanic	15.03
05220 - Motor Vehicle Mechanic Helper	12.44
05250 - Motor Vehicle Upholstery Worker	13.53
05280 - Motor Vehicle Wrecker	14.02
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	14.02
05370 - Tire Repairer	12.55
05400 - Transmission Repair Specialist	15.04
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.16
07010 - Baker	9.39
07041 - Cook I	8.68
07042 - Cook II	9.39
07070 - Dishwasher	7.16
07130 - Meat Cutter	10.64
07250 - Waiter/Waitress	7.65
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.58
09070 - Furniture Refinisher	14.72
09100 - Furniture Refinisher Helper	12.62
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	14.72

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.38
11060 - Elevator Operator	7.99
11090 - Gardener	9.19
11121 - House Keeping Aid I	6.74
11122 - House Keeping Aid II	7.25
11150 - Janitor	8.36
11210 - Laborer, Grounds Maintenance	8.10
11240 - Maid or Houseman	6.74
11270 - Pest Controller	10.86
11300 - Refuse Collector	8.70
11330 - Tractor Operator	9.27
11360 - Window Cleaner	8.91
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	10.50
12072 - Licensed Practical Nurse II	11.78
12073 - Licensed Practical Nurse III	13.18
12100 - Medical Assistant	9.77
12130 - Medical Laboratory Technician	12.23
12160 - Medical Record Clerk	10.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.65
12222 - Nursing Assistant II	8.56
12223 - Nursing Assistant III	9.34
12224 - Nursing Assistant IV	10.49
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.90
12311 - Registered Nurse I	15.94
12312 - Registered Nurse II	19.53
12313 - Registered Nurse II, Specialist	19.53
12314 - Registered Nurse III	23.59
12315 - Registered Nurse III, Anesthetist	23.59
12316 - Registered Nurse IV	28.27
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.16
13011 - Exhibits Specialist I	12.91
13012 - Exhibits Specialist II	15.99
13013 - Exhibits Specialist III	19.56
13041 - Illustrator I	12.91
13042 - Illustrator II	15.99
13043 - Illustrator III	19.56
13047 - Librarian	18.29
13050 - Library Technician	13.41
13071 - Photographer I	12.30
13072 - Photographer II	13.71
13073 - Photographer III	16.98
13074 - Photographer IV	20.76
13075 - Photographer V	25.11
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.42
15030 - Counter Attendant	7.42
15040 - Dry Cleaner	9.44
15070 - Finisher, Flatwork, Machine	7.42
15090 - Presser, Hand	7.42
15100 - Presser, Machine, Drycleaning	7.42

15130 - Presser, Machine, Shirts	7.42
15160 - Presser, Machine, Wearing Apparel, Laundry	7.42
15190 - Sewing Machine Operator	10.09
15220 - Tailor	10.73
15250 - Washer, Machine	8.05
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.72
19040 - Tool and Die Maker	15.27
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.50
21020 - Material Coordinator	15.22
21030 - Material Expediter	15.22
21040 - Material Handling Laborer	8.18
21050 - Order Filler	10.71
21071 - Forklift Operator	13.57
21080 - Production Line Worker (Food Processing)	13.43
21100 - Shipping/Receiving Clerk	10.88
21130 - Shipping Packer	10.88
21140 - Store Worker I	10.15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.15
21210 - Tools and Parts Attendant	13.43
21400 - Warehouse Specialist	13.43
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.72
23040 - Aircraft Mechanic Helper	15.41
23050 - Aircraft Quality Control Inspector	19.25
23060 - Aircraft Servicer	16.74
23070 - Aircraft Worker	17.35
23100 - Appliance Mechanic	14.72
23120 - Bicycle Repairer	12.72
23125 - Cable Splicer	21.21
23130 - Carpenter, Maintenance	14.93
23140 - Carpet Layer	14.21
23160 - Electrician, Maintenance	17.98
23181 - Electronics Technician, Maintenance I	11.56
23182 - Electronics Technician, Maintenance II	19.59
23183 - Electronics Technician, Maintenance III	20.36
23260 - Fabric Worker	14.55
23290 - Fire Alarm System Mechanic	17.53
23310 - Fire Extinguisher Repairer	15.15
23340 - Fuel Distribution System Mechanic	19.03
23370 - General Maintenance Worker	14.21
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.44
23430 - Heavy Equipment Mechanic	17.42
23440 - Heavy Equipment Operator	14.76
23460 - Instrument Mechanic	17.53
23470 - Laborer	7.99
23500 - Locksmith	14.72
23530 - Machinery Maintenance Mechanic	18.42
23550 - Machinist, Maintenance	15.24
23580 - Maintenance Trades Helper	12.62
23640 - Millwright	18.37
23700 - Office Appliance Repairer	16.63
23740 - Painter, Aircraft	14.72
23760 - Painter, Maintenance	14.72
23790 - Pipefitter, Maintenance	18.06
23800 - Plumber, Maintenance	17.44

23820 - Pneudraulic Systems Mechanic	17.53
23850 - Rigger	17.86
23870 - Scale Mechanic	16.34
23890 - Sheet-Metal Worker, Maintenance	17.95
23910 - Small Engine Mechanic	14.20
23930 - Telecommunication Mechanic I	15.24
23931 - Telecommunication Mechanic II	15.77
23950 - Telephone Lineman	16.24
23960 - Welder, Combination, Maintenance	15.24
23965 - Well Driller	17.53
23970 - Woodcraft Worker	17.32
23980 - Woodworker	14.72
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	6.88
24580 - Child Care Center Clerk	8.59
24600 - Chore Aid	6.66
24630 - Homemaker	9.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.93
25040 - Sewage Plant Operator	15.32
25070 - Stationary Engineer	18.93
25190 - Ventilation Equipment Tender	13.82
25210 - Water Treatment Plant Operator	14.72
27000 - Protective Service Occupations	
(not set) - Police Officer	16.15
27004 - Alarm Monitor	8.29
27006 - Corrections Officer	12.03
27010 - Court Security Officer	13.78
27040 - Detention Officer	12.92
27070 - Firefighter	14.40
27101 - Guard I	8.08
27102 - Guard II	9.04
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.69
28020 - Hatch Tender	14.64
28030 - Line Handler	14.64
28040 - Stevedore I	13.92
28050 - Stevedore II	15.03
29000 - Technical Occupations	
21150 - Graphic Artist	16.46
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	16.07
29024 - Archeological Technician II	17.96
29025 - Archeological Technician III	22.26
29030 - Cartographic Technician	19.75
29035 - Computer Based Training (CBT) Specialist/ Instructor	18.46
29040 - Civil Engineering Technician	17.60
29061 - Drafter I	11.32
29062 - Drafter II	16.78
29063 - Drafter III	20.47
29064 - Drafter IV	22.26
29081 - Engineering Technician I	14.25
29082 - Engineering Technician II	15.99
29083 - Engineering Technician III	19.55

29084 - Engineering Technician IV	23.78
29085 - Engineering Technician V	29.63
29086 - Engineering Technician VI	35.53
29090 - Environmental Technician	14.30
29100 - Flight Simulator/Instructor (Pilot)	24.08
29160 - Instructor	18.21
29210 - Laboratory Technician	13.89
29240 - Mathematical Technician	21.43
29361 - Paralegal/Legal Assistant I	14.63
29362 - Paralegal/Legal Assistant II	16.51
29363 - Paralegal/Legal Assistant III	20.19
29364 - Paralegal/Legal Assistant IV	24.44
29390 - Photooptics Technician	22.92
29480 - Technical Writer	21.01
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	16.12
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.52
29622 - Weather Observer, Upper Air (3)	14.52
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.66
31260 - Parking and Lot Attendant	6.91
31290 - Shuttle Bus Driver	10.51
31300 - Taxi Driver	8.48
31361 - Truckdriver, Light Truck	10.44
31362 - Truckdriver, Medium Truck	12.54
31363 - Truckdriver, Heavy Truck	13.70
31364 - Truckdriver, Tractor-Trailer	13.70
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.97
99030 - Cashier	6.80
99041 - Carnival Equipment Operator	8.75
99042 - Carnival Equipment Repairer	9.16
99043 - Carnival Worker	7.16
99050 - Desk Clerk	6.59
99095 - Embalmer	18.25
99300 - Lifeguard	9.80
99310 - Mortician	20.05
99350 - Park Attendant (Aide)	10.26
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.74
99500 - Recreation Specialist	9.13
99510 - Recycling Worker	10.12
99610 - Sales Clerk	8.14
99620 - School Crossing Guard (Crosswalk Attendant)	8.76
99630 - Sport Official	7.11
99658 - Survey Party Chief (Chief of Party)	12.09
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.26
99660 - Surveying Aide	7.48
99690 - Swimming Pool Operator	10.60
99720 - Vending Machine Attendant	9.40
99730 - Vending Machine Repairer	10.59
99740 - Vending Machine Repairer Helper	9.40

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer. REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.